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- and -

Chris L. Dickerson, Esq.
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155 North Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

Counsel to the Debtors and
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - x
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)
et al., :
:
: Jointly Administered
Debtors. x
- - - - -

**CONSENT MOTION OF THE DEBTORS FOR ENTRY OF STIPULATION,
AGREEMENT AND ORDER BY AND AMONG THE DEBTORS AND XEROX
CORPORATION REGARDING REJECTION OF UNEXPIRED LEASE OF
PERSONAL PROPERTY AND EXECUTORY CONTRACTS AND FOR RELATED
RELIEF**

With the consent of Xerox Corporation
(“Xerox”), the debtors and debtors in possession in the
above-captioned jointly administered cases (the “Debt-

ors")¹ hereby move (the "Motion"), for entry of the Stipulation, Agreement and Order by and among the Debtors and Xerox, attached hereto as Exhibit A (the "Stipulation and Order"). The Stipulation and Order is an agreement between the Debtors and Xerox whereby the Debtors will reject certain agreements with Xerox, effective as of February 28, 2009. The Debtors respectfully request that the Court enter the Stipulation and Order.

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc.(6796), Sky Venture Corp. (0311), Prahs, Inc.(n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courcheval, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address was 9950 Mayland Drive, Richmond, Virginia 23233 and currently is 4951 Lake Brook Drive, Glen Allen, VA 23060.

Dated: July 6, 2009
Richmond, Virginia

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM, LLP
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- and -

/s/ Douglas M. Foley
Dion W. Hayes (VSB No. 34304)
Douglas Foley (VSB No. 34364)
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

Counsel for Debtors and
Debtors in Possession

EXHIBIT A

(Stipulation and Order)

Gregg M. Galardi, Esq.
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Chicago, Illinois 60606
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Counsel to the Debtors and
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - x
:
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)
et al., :
:
Debtors. : Jointly Administered
- - - - - x

**STIPULATION, AGREEMENT AND ORDER BY AND AMONG THE DEBTORS
AND XEROX CORPORATION REGARDING REJECTION OF UNEXPIRED LEASE
OF PERSONAL PROPERTY AND EXECUTORY CONTRACTS AND FOR RELATED
RELIEF**

This stipulation and agreement (the "Stipulation") is made this 22nd day of June, 2009 by and between the debtors and debtors in possession in the

above-captioned cases (collectively, the "Debtors")¹ and Xerox Corporation ("Xerox"). The Debtors and Xerox are collectively referred to herein as the "Parties".

WHEREAS, on November 10, 2008 (the "Petition Date"), the Debtors filed voluntary petitions for chapter 11 relief with the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court").

WHEREAS, pursuant to sections 1107 and 1108 of title 11 of the United States Code (the "Bankruptcy Code"), the Debtors are continuing to manage and operate their businesses as debtors in possession.

WHEREAS, Circuit City and Xerox are parties to that certain Lease Agreement, including any amendments or modifications thereto and any and all schedules, supplements, addenda or similar attachments thereto (col-

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc.(6796), Sky Venture Corp. (0311), Prahs, Inc.(n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courchevel, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address was 9950 Mayland Drive, Richmond, Virginia 23233 and currently is 4951 Lake Brook Drive, Glen Allen, VA 23060.

lectively, the "Lease Agreement"). The Lease Agreement is attached hereto as Exhibit 1.

WHEREAS, Circuit City Stores, Inc. ("Circuit City"), one of the above-captioned Debtors, and Xerox are parties to that certain Xerox Blanket Agreement, including any amendments or modifications thereto and any and all schedules, supplements, addenda or similar attachments thereto (collectively, the "Blanket Agreement"). The Blanket Agreement is attached hereto as Exhibit 2.

WHEREAS, Circuit City and Xerox are parties to that certain Facilities Management Agreement Number 2511131, including any amendments or modifications thereto and any and all schedules, supplements, addenda or similar attachments thereto (collectively, the "Facilities Management Agreement" and together with the Lease Agreement and the Blanket Agreement, the "Agreements"). The Facilities Management Agreement is attached hereto as Exhibit 3.

WHEREAS, pursuant to the Agreements, Circuit City leased from Xerox certain office equipment (the "Leased Equipment") for use in the Debtors' stores and

corporate offices and Xerox agreed to maintain the Leased Equipment.

WHEREAS, in light of the liquidation, the Debtors have no further need for the Leased Equipment.

WHEREAS, Xerox removed all of the Leased Equipment from the Debtors' facilities by no later than February 28, 2009.

WHEREAS, the Debtors and Xerox have reached an agreement regarding rejection of the Agreements.

NOW, THEREFORE, intending to be legally bound hereby, upon order of the Bankruptcy Court as contemplated hereby (the "Order"), the Parties hereto stipulate as follows:

1. The Agreements shall be deemed rejected as of February 28, 2009 (the "Rejection Date").

2. Pursuant to paragraph 6 the Order Pursuant to Bankruptcy Code Sections 105 and 502 and Bankruptcy Rules 2002, 3003(c)(3), and 9007 (I) Setting General Bar Date and Procedures for Filing Proofs of Claim; and (II) Approving Form and Manner of Notice Thereof (Docket No. 890), Xerox shall have until sixty days after the date of entry of the Order approving this Stipu-

lation to file any proofs of claim for rejection damages arising from the rejection of the Agreements.

3. Upon entry of the Order by the Bankruptcy Court, this Stipulation shall be binding upon and shall inure to the benefit of each of the Parties and each of their respective successors and assigns.

4. The Bankruptcy Court shall retain exclusive jurisdiction to hear and determine all matters relating to or arising from this Stipulation.

5. This Stipulation contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations or proposed agreements, written or oral.

6. This Stipulation may be executed in counterparts, each of which shall be deemed to be an original, but all of which, together will constitute one and the same agreement. This Stipulation may be executed by facsimile or electronic signature which shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties have set their hands in agreement as of the date written above.

CIRCUIT CITY STORES, INC.

By:

SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
P.O. Box 636
Wilmington, Delaware 19899-0636 (302) 651-3000

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
Chris L. Dickerson, Esq.
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- and -

MCGUIREWOODS LLP

/s/ Douglas M. Foley
Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

Counsel for the Debtors and Debtors in Possession

**XEROX CORPORATION by its servicing agent,
XEROX CAPITAL SERVICES, LLC**

By: /s/ Vanessa O. Adams
Vanessa O. Adams

Its Bankruptcy Coordinator

ORDER

Upon consideration of the foregoing, it is
hereby:

ORDERED, that the Stipulation is hereby ap-
proved in its entirety; and it is further

ORDERED, that this Court shall retain juris-
diction to hear and determine all matters arising from
or related to this Stipulation and Order.

Dated: Richmond, Virginia
_____, 2009

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
One Rodney Square
PO Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000

- and -

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- and -

/s Douglas M. Foley
Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
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Richmond, Virginia 23219
(804) 775-1000

Counsel to the Debtors and
Debtors in Possession

CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Douglas M. Foley
Douglas M. Foley

Exhibit 1

(Lease Agreement)

LEASE AGREEMENT

(THIS AGREEMENT CONSISTS OF THIS FACE AND ADDITIONAL PAGES)

Customer Legal Name (Bill to) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Street Address 9954 MAYLAND DR
 Box#/Routing DRIII GROUND FLOOR
 City, State RICHMOND, VA
 Zip Code 23233-1464
 Tax ID#

Customer Name (Install) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Installed at Street Address 9954 MAYLAND DR
 Floor/Room/Routing DRIII GROUND FLOOR
 City, State RICHMOND, VA
 Zip Code 23233-1464
 County Installed In Henrico
 Customer Requested Install Date 06/03/2002

XBS Contract #: _____
 ValueAdded Services

Lease Payment Information

Product (with serial number, if in place equipment)
 6119PM PRINT MODULE
 1110B-T HUB 16135INT 11DTFN1
 Consulting Services
 RSA MIS Print Software
 Imposition software

05/28/2002 13:34:24

LID: WB

Worksheet: 880891 Unit: 3
 Original Hardcopy Paperwork Required

Check all that apply

Tax Exempt (Sales Tax Exemption Certificate attached)
 Assoc./Coop. Name: _____
 Negotiated Contract #: 071866100
 Attached Customer P.O. #: Supplies: _____
 Lease: _____

State or Local Government Customer

Int. Rate: % Total Int. Payable: \$

Replacement/Modification of Prior Xerox Agreement

Agreement covering Xerox Equipment Serial# (or 95#): _____

is hereby modified replaced Effective Date: _____

Comments: _____

Lease Information

Lease Term: 36 months

Supplies included in Base Print Charges

Refin. of Prior Agmt. Xerox (95#): _____ 3rd Party Eq.

Amt Refin: \$ Int Rate: % Total Int Payable: \$

Min. Lease Payment Freq.
 (excluding excess meter charges)

Monthly Quarterly
 Semi-Annual Annual
 Other

Min. Lease Payment Mode

Advance Arrears

\$ 5,814.08 : MINIMUM MONTHLY LEASE PAYMENT (excl. of applic. taxes)

Price Information

Adjustment Period

Period A - Mos. Affected: -

Monthly Base Charge \$
 Print Charge Meter 1: \$
 Prints 1 - \$
 Prints - \$
 Prints - \$
 Print Charge Meter 2: \$
 Prints 1 - \$
 Prints - \$

Monthly Base Charge \$
 Print Charge Meter 1: \$
 Prints 1 - \$
 Prints - \$
 Prints - \$
 Print Charge Meter 2: \$
 Prints 1 - \$
 Prints - \$

Period B - Mos. Affected: -

Monthly Base Charge \$
 Print Charge Meter 1: \$
 Prints 1 - \$
 Prints - \$
 Prints - \$
 Print Charge Meter 2: \$
 Prints 1 - \$
 Prints - \$

Mo. Min.# of Prints
 (based on Meter 1 Print Charges) _____

Mo. Min.# of Prints
 (based on Meter 1 Print Charges) _____

Mo. Min.# of Prints
 (based on Meter 1 Print Charges) _____

Purchased Supplies Cash Fin'd

Reorder #	Qty	Description	Price
			\$
			\$
			\$
			\$
		Total Price =	\$

Application Software

Software Title	Initial License Fee	Annual Renewal Fee
<input type="checkbox"/> Cash <input type="checkbox"/> Finance	<input type="checkbox"/> Support Only	
\$	\$	
\$	\$	
\$	\$	
Total Initial License Fees =	\$	

Trade-In Allowance Final Principal Payment# 37

Manufacturer	Model/Serial #	Allowance
XEROX	8VE051235	\$ 61,000.00
		\$
		\$
	Total Allowance =	\$ 61,000.00
Total Allowance Applied to:	<input checked="" type="checkbox"/> Trade-In Equip. Balance:	\$ 61,000.00
	<input type="checkbox"/> Price of Replacmnt. Equip.:	\$

K-16 Billing Suspension

(check 1 as required)

Month affected

June only
 July only
 August only
 June - July
 July - August

Additional Options (check all that apply)

Run Length Plan Fixed Price Plan
 Per-Foot Pricing
 Extended Service Hours:
 Description: 3X7: Z33 / S 1095 mo.
 Attached Addenda: 51860-1(11), 51864-1
 Other Addenda: _____

Agreement Presented By:

Name Douglas K Fisher Phone (804)289-5554

Xerox Corporation - Acceptance By:

Name _____ Date _____

Signature _____

Customer:

Name Bill McCovey Phone: (804)527-4000
 Title Vice-President Date: 5/28/02

E-Mail _____

Signature: *Douglas K Fisher*



AGREEMENT ADDENDUM

ADDENDUM TO CREATE
A SEPARATE MAINTENANCE AGREEMENT

This ADDENDUM ("Addendum") amends the agreement between you and Xerox to which it is attached (the "Agreement").

The parties agree to the following terms that shall be additive to those found elsewhere in the Agreement:

1. The Minimum Monthly Lease Payment shall not include a Maintenance Component and, as such, Xerox shall not be obligated to maintain the Equipment as part of the Agreement. Instead, you agree that by the inclusion of this Addendum, you and Xerox have entered into a separate and distinct Maintenance Agreement (the "Maintenance Agreement") which shall be in effect for the same period as the Agreement, including any extensions thereof. You further agree that a breach of either the Agreement or the Maintenance Agreement, including any failure on your part to make payments as they become due, shall constitute a breach of both.
2. The terms of the Maintenance Agreement shall be the same as those set out in the Agreement other than (a) as set forth above and (b) the inclusion of the following:
 - I. PRICING CHANGES. Xerox may annually adjust the Monthly Base and Print Charges, each such increase not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)
 - II. BILLING. The Minimum Monthly Maintenance Payment shall consist of the total of (1) any Monthly Base Charge and (2) any Monthly Minimum Number of Prints multiplied by the applicable Meter 1 Print Charge(s). Minimum Monthly Maintenance Payments (and, where applicable, Annual Charges) are billed in advance, with additional Print Charges billed in arrears. For full-color equipment, color prints are counted on Meter 1.
3. The Pricing Details of the Maintenance Agreement shall be as follows:

Maintenance Agreement Price Information

Monthly Base Charge	\$ 2,125.00
Print Charge Meter 1:	
Prints 1 - 400000	\$
Prints 400001 -	\$ 0.003
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$

Mo. Min.# of Prints
(based on Meter 1 Print Charges) 400000

Supplies included in Base/Print Charges

Adjustment Period

Mos. Affected: 1 - 6
Monthly Base Charge \$ 400.00
Print Charge Meter 1:
Prints 1 - 400000 \$
Prints 400001 - + \$ 0.001
Prints - \$
Print Charge Meter 2:
Prints 1 - \$
Prints - \$
Mo. Min.# of Prints (based on Meter 1 Print Charges)

4. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.

XEROX

LEASE AGREEMENT (ADDITIONAL PRODUCTS)

Customer Legal Name (Bill to) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Date of Customer Signature on Attached Agreement
 Customer Name (Install) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Installed at Street Address 9954 MAYLAND DR
 Floor/Room/Routing DRIII GROUND FLOOR
 City, State RICHMOND, VA
 Zip Code 23233-1464
 County Installed In Henrico
 Customer Requested Install Date 06/03/2002

05/28/2002 16:01:09

Worksheet: 880891

Unit: 5

Check all that apply

Attached Customer P.O. #: Supplies: _____
 Lease: _____
 State or Local Government Customer
 Int. Rate: % Total Int. Payable: \$ _____
 Replacement/Modification of Prior Xerox Agreement
 Agreement covering Xerox Equipment Serial# (or 95#): _____
 is hereby modified replaced Effective Date: _____
 Comments: _____

Lease Information

Lease Term: 36 months

Supplies included in Base/Print Charges

Refin. of Prior Agmt. : Xerox (95#): _____ 3rd Party Eq.

Amt Refin: \$ _____ Int Rate: % _____ Total Int Payable: \$ _____

Min. Lease Payment Freq.
 (excluding excess meter charges)

Monthly Quarterly
 Semi-Annual Annual
 Other

Min. Lease Payment Mode

Advance Arrears

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interim
DTCNTRL-1 CNTRL 6100/6115/6135	SFMV	\$	<input type="checkbox"/>	<input type="checkbox"/>
1DT (15PPM 1)KFE	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>

\$ 1,159.57 : MINIMUM MONTHLY LEASE PAYMENT (excl. of applic. taxes)

Price Information

<input type="checkbox"/> Adjustment Period	
Period A - Mos. Affected:	Period B - Mos. Affected:
Monthly Base Charge	Monthly Base Charge
Print Charge Meter 1:	Print Charge Meter 1:
Prints 1 - \$	Prints 1 - \$
Prints - \$	Prints - \$
Prints - \$	Prints - \$
Print Charge Meter 2:	Print Charge Meter 2:
Prints 1 - \$	Prints 1 - \$
Prints - \$	Prints - \$
Mo. Min.# of Prints (based on Meter 1 Print Charges)	Mo. Min.# of Prints (based on Meter 1 Print Charges)
Mo. Min.# of Prints (based on Meter 1 Print Charges)	Mo. Min.# of Prints (based on Meter 1 Print Charges)

Purchased Supplies Cash Fin'd

Reorder #	Qty	Description	Price	Software Title	Initial License Fee	Annual Renewal Fee
			\$		<input type="checkbox"/> Cash	<input type="checkbox"/> Finance
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$
		Total Price =	\$	Total Initial License Fees =	\$	

Trade-In Allowance

Final Principal Payment# 1

Manufacturer	Model/Serial #	Allowance
XEROX	R9H300008	\$
		\$
		\$
		\$
	Total Allowance =	\$
Total Allowance Applied to:	<input type="checkbox"/> Trade-In Equip. Balance: \$	
	<input type="checkbox"/> Price of Replcmnt. Equip.: \$	

Application Software

Software Title	Initial License Fee	Annual Renewal Fee
	<input type="checkbox"/> Cash	<input type="checkbox"/> Finance
	\$	\$
	\$	\$
	\$	\$
	\$	\$

K-16 Billing

Suspension

(check 1 as required)

Months affected
 June only
 July only
 August only
 June - July
 July - August

Additional Options (check all that apply)

Run Length Plan Fixed Price Plan
 Per-Foot Pricing
 Extended Service Hours:
 Description: 3X7:Z33 / \$ 0 mo.
 Attached Addenda: 51864-1



AGREEMENT ADDENDUM

ADDENDUM TO CREATE
A SEPARATE MAINTENANCE AGREEMENT

This ADDENDUM ("Addendum") amends the agreement between you and Xerox to which it is attached (the "Agreement").

The parties agree to the following terms that shall be additive to those found elsewhere in the Agreement:

1. The Minimum Monthly Lease Payment shall not include a Maintenance Component and, as such, Xerox shall not be obligated to maintain the Equipment as part of the Agreement. Instead, you agree that by the inclusion of this Addendum, you and Xerox have entered into a separate and distinct Maintenance Agreement (the "Maintenance Agreement") which shall be in effect for the same period as the Agreement, including any extensions thereof. You further agree that a breach of either the Agreement or the Maintenance Agreement, including any failure on your part to make payments as they become due, shall constitute a breach of both.
2. The terms of the Maintenance Agreement shall be the same as those set out in the Agreement other than (a) as set forth above and (b) the inclusion of the following:
 - I. PRICING CHANGES. Xerox may annually adjust the Monthly Base and Print Charges, each such increase not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)
 - II. BILLING: The Minimum Monthly Maintenance Payment shall consist of the total of (1) any Monthly Base Charge and (2) any Monthly Minimum Number of Prints multiplied by the applicable Meter 1 Print Charge(s). Minimum Monthly Maintenance Payments (and, where applicable, Annual Charges) are billed in advance, with additional Print Charges billed in arrears. For full-color equipment, color prints are counted on Meter 1.
3. The Pricing Details of the Maintenance Agreement shall be as follows:

Maintenance Agreement Price Information

Monthly Base Charge	\$
Print Charge Meter 1:	[REDACTED]
Prints 1 - +	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	[REDACTED]
Prints 1 -	\$
Prints -	\$

Mo. Min.# of Prints
(based on Meter 1 Print Charges)

Supplies included in Base/Print Charges

Adjustment Period

Mos. Affected:	
Monthly Base Charge	\$
Print Charge Meter 1:	[REDACTED]
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	[REDACTED]
Prints 1 -	\$
Prints -	\$
Mo. Min.# of Prints (based on Meter 1 Print Charges)	

4. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.

LEASE AGREEMENT (ADDITIONAL PRODUCTS)

Customer Legal Name (Bill to) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Date of Customer Signature on Attached Agreement
 Customer Name (Install) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Installed at Street Address 9954 MAYLAND DR
 Floor/Room/Routing DRIII GROUND FLOOR
 City, State RICHMOND, VA
 Zip Code 23233-1464
 County Installed In Henrico
 Customer Requested Install Date 06/03/2002

05/28/2002 16:01:09

Worksheet: 880891

Unit: 7

Check all that apply

 Attached Customer P.O. #: Supplies: _____

Lease:

 State or Local Government Customer

Int. Rate: % Total Int. Payable: \$

 Replacement/Modification of Prior Xerox Agreement

Agreement covering Xerox Equipment Serial# (or 95#): _____

is hereby modified replaced Effective Date: _____

Comments: _____

Lease Information

Lease Term: 36 months

 Supplies included in Base Print Charges Refin. of Prior Agrmt. : Xerox (95#): _____ 3rd Party Eq.

Amt Refin: \$ _____ Int Rate: % Total Int Payable: \$ _____

Min. Lease Payment Freq.

(excluding excess meter charges)

 Monthly Quarterly Semi-Annual Annual Other

Min. Lease Payment Mode

 Advance Arrears

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interim
6115PM PRINT MODULE	SFMV	\$	<input type="checkbox"/>	<input type="checkbox"/>
1)DTFIN 1)10B-T/HUB 1)6135INT	\$		<input type="checkbox"/>	<input type="checkbox"/>
Advanced Accounting	\$		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Roll Systems Unwinder reconfiguration	\$		<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>

\$ 1,747.00 : MINIMUM MONTHLY LEASE PAYMENT (excl. of applic. taxes)

Price Information

 Adjustment Period

Period A - Mos. Affected:

Monthly Base Charge

\$

Print Charge Meter 1:

\$

Prints 1 -

\$

Prints -

\$

Prints -

\$

Print Charge Meter 2:

\$

Prints 1 -

\$

Prints -

\$

Mo. Min.# of Prints

(based on Meter 1 Print Charges)

Mo. Min.# of Prints

(based on Meter 1 Print Charges)

Mo. Min.# of Prints

(based on Meter 1 Print Charges)

Period B - Mos. Affected:

Monthly Base Charge

\$

Print Charge Meter 1:

\$

Prints 1 -

\$

Prints -

\$

Prints -

\$

Print Charge Meter 2:

\$

Prints 1 -

\$

Prints -

\$

Mo. Min.# of Prints

(based on Meter 1 Print Charges)

Mo. Min.# of Prints

(based on Meter 1 Print Charges)

(based



AGREEMENT ADDENDUM

ADDENDUM TO CREATE
A SEPARATE MAINTENANCE AGREEMENT

This ADDENDUM ("Addendum") amends the agreement between you and Xerox to which it is attached (the "Agreement").

The parties agree to the following terms that shall be additive to those found elsewhere in the Agreement:

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 - I. PRICING CHANGES. Xerox may annually adjust the Monthly Base and Print Charges, each such increase not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)
 - II. BILLING. The Minimum Monthly Maintenance Payment shall consist of the total of (1) any Monthly Base Charge and (2) any Monthly Minimum Number of Prints multiplied by the applicable Meter 1 Print Charge(s). Minimum Monthly Maintenance Payments (and, where applicable, Annual Charges) are billed in advance, with additional Print Charges billed in arrears. For full-color equipment, color prints are counted on Meter 1.
3. The Pricing Details of the Maintenance Agreement shall be as follows:

Maintenance Agreement Price Information

Monthly Base Charge	\$ 2,125.00
Print Charge Meter 1:	[REDACTED]
Prints 1 - 400000	\$
Prints 400001 -	\$ 0.003
Prints -	\$
Print Charge Meter 2:	[REDACTED]
Prints 1 -	\$
Prints -	\$
Mo. Min.# of Prints (based on Meter 1 Print Charges)	400000

Supplies included in Base/Print Charges

Adjustment Period

Mos. Affected:	1 - 6
Monthly Base Charge	\$ 400.00
Print Charge Meter 1:	[REDACTED]
Prints 1 - 400000	\$
Prints 400001 -	\$ 0.001
Prints -	\$
Print Charge Meter 2:	[REDACTED]
Prints 1 -	\$
Prints -	\$
Mo. Min.# of Prints (based on Meter 1 Print Charges)	

4. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.

LEASE AGREEMENT (ADDITIONAL PRODUCTS)

Customer Legal Name (Bill to) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Date of Customer Signature on Attached Agreement
 Customer Name (Install) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Installed at Street Address 9954 MAYLAND DR
 Floor-Room/Routing DRIII GROUND FLOOR
 City, State RICHMOND, VA
 Zip Code 23233-1464
 County Installed In Henrico
 Customer Requested Install Date 06/03/2002

05/28/2002 16:01:09

Worksheet: 880891

Unit: 11

Check all that apply

Attached Customer P.O. #s: Supplies: _____
 Lease: _____
 State or Local Government Customer
 Int. Rate: % Total Int. Payable: \$ _____
 Replacement/Modification of Prior Xerox Agreement
 Agreement covering Xerox Equipment Serial# (or 95#): _____
 is hereby modified replaced Effective Date: _____
 Comments: _____

Lease Information

Lease Term: 36 months

 Supplies included in Base/Print Charges Refin. of Prior Agrmt. Xerox (95#): _____ 3rd Party Eq.

Amt Refin: \$ _____ Int Rate: % _____ Total Int Payable: \$ _____

Min. Lease Payment Freq.
(excluding excess meter charges)

Monthly Quarterly
 Semi-Annual Annual
 Other

Min. Lease Payment Mode

Advance Arrears

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interim
--	--------------------	-----------------	-----------------	------------------

DTCNTRL1CNTRL6100/6115/6135

1)DT115PPM1)KFE



AGREEMENT ADDENDUM

ADDENDUM TO CREATE

A SEPARATE MAINTENANCE AGREEMENT

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3. The Pricing Details of the Maintenance Agreement shall be as follows:

Maintenance Agreement Price Information

Monthly Base Charge	\$
Print Charge Meter 1:	[REDACTED]
Prints 1 - +	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	[REDACTED]
Prints 1 - +	\$
Prints -	\$

Mo. Min.# of Prints
(based on Meter 1 Print Charges)

Supplies included in Base/Print Charges

Adjustment Period

Mos. Affected:	-
Monthly Base Charge	\$
Print Charge Meter 1:	[REDACTED]
Prints 1 - +	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	[REDACTED]
Prints 1 - +	\$
Prints -	\$
Mo. Min.# of Prints (based on Meter 1 Print Charges)	

4. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.

LEASE AGREEMENT (ADDITIONAL PRODUCTS)

Customer Legal Name (Bill to) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Date of Customer Signature on Attached Agreement
 Customer Name (Install) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Installed at Street Address 9954 MAYLAND DR
 Floor/Room/Routing DRIII GROUND FLOOR
 City, State RICHMOND, VA
 Zip Code 23233-1464
 County Installed In Henrico
 Customer Requested Install Date 05/28/2002

05/28/2002 16:01:09

Worksheet: 880891

Unit: 14

Check all that apply

 Attached Customer P.O. #: Supplies: _____

Lease:

 State or Local Government Customer

Int. Rate: % Total Int. Payable: \$

 Replacement/Modification of Prior Xerox Agreement

Agreement covering Xerox Equipment Serial# (or 95#): _____

is hereby modified replaced Effective Date: _____

Comments: _____

Lease Information

Lease Term: 36 months

 Supplies included in Base/Print Charges Refin. of Prior Agrmt. Xerox (95#): _____ 3rd Party Eq.

Amt Refin: \$ Int Rate: % Total Int Payable: \$

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interim
DIGIPCB/DIGIPATH PC	\$FMV	\$	<input type="checkbox"/>	<input type="checkbox"/>
1)OPTICAL-A 1RAID-B	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>

\$ 648.38 : MINIMUM MONTHLY LEASE PAYMENT (excl. of applic. taxes)

Min. Lease Payment Freq.

(excluding excess meter charges)

Monthly Quarterly
 Semi-Annual Annual
 Other

Min. Lease Payment Mode

Advance Arrears

Price Information

<input type="checkbox"/> Adjustment Period	
Period A - Mos. Affected:	-
Monthly Base Charge	\$
Print Charge Meter 1:	\$
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	\$
Prints 1 -	\$
Prints -	\$
Mo. Min.# of Prints (based on Meter 1 Print Charges)	Mo. Min.# of Prints (based on Meter 1 Print Charges)

 Purchased Supplies Cash Fin'd

Reorder #	Qty	Description	Price
			\$
			\$
			\$
			\$
		Total Price =	\$

 Application Software

Software Title	Initial License Fee	Annual Renewal Fee
<input type="checkbox"/> Cash <input type="checkbox"/> Finance: <input type="checkbox"/> Support Only	\$	\$
	\$	\$
	\$	\$
Total Initial License Fees =	\$	\$

 Trade-In Allowance

Final Principal Payment# 1

Manufacturer	Model/Serial #	Allowance
XEROX	UW8521852	\$
		\$
		\$
	Total Allowance =	\$
Total Allowance Applied to:	<input type="checkbox"/> Trade-In Equip. Balance: \$	\$
	<input type="checkbox"/> Price of Replmnt. Equip.: \$	\$

 K-16 Billing Suspension

(check 1 as required)

Months affected

June only
 July only
 August only
 June - July
 July - August

Additional Options (check all that apply)

 Run Length Plan Fixed Price Plan Per-Foot Pricing Extended Service Hours:

Description: 3X7 : Z33 / \$ 65 mo.

 Attached Addenda: 51864-1



AGREEMENT ADDENDUM

ADDENDUM TO CREATE

A SEPARATE MAINTENANCE AGREEMENT

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3. The Pricing Details of the Maintenance Agreement shall be as follows:

Maintenance Agreement Price Information

Monthly Base Charge	\$
Print Charge Meter 1:	[REDACTED]
Prints 1 - +	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	[REDACTED]
Prints 1 -	\$
Prints -	\$

Mo. Min.# of Prints
(based on Meter 1 Print Charges)

Supplies included in Base/Print Charges

Adjustment Period

Mos. Affected:	
Monthly Base Charge	\$
Print Charge Meter 1:	[REDACTED]
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	[REDACTED]
Prints 1 -	\$
Prints -	\$

Mo. Min.# of Prints
(based on Meter 1 Print Charges)

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LEASE AGREEMENT (ADDITIONAL PRODUCTS)

Customer Legal Name (Bill to) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Date of Customer Signature on Attached Agreement
 Customer Name (Install) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Installed at Street Address 9954 MAYLAND DR
 Floor/Room/Routing DRIII GROUND FLOOR
 City, State RICHMOND, VA
 Zip Code 23233-1464
 County Installed In Henrico
 Customer Requested Install Date 05/28/2002

05/28/2002 16:01:09

Worksheet: 880891

Unit: 16

Check all that apply

 Attached Customer P.O. #: Supplies: _____

Lease:

 State or Local Government Customer

Int. Rate: % Total Int. Payable: \$

 Replacement/Modification of Prior Xerox Agreement

Agreement covering Xerox Equipment Serial# (or 95#): _____

is hereby modified replaced Effective Date:

Comments: _____

Lease Information

Lease Term: 36 months

 Supplies included in Base/Print Charges Refin. of Prior Agmt. Xerox (95#): _____ 3rd Party Eq.

Amt Refin: \$ Int Rate: % Total Int Payable: \$

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interim
DIGIPATH2 DIGIPATH SYSTEM	SFMV	\$	<input type="checkbox"/>	<input type="checkbox"/>
1) PRODS CAN	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>

\$ 1,253.37 : MINIMUM MONTHLY LEASE PAYMENT (excl. of applic. taxes)

Price Information

 Adjustment Period

Period A - Mos. Affected:	Period B - Mos. Affected:
Monthly Base Charge	Monthly Base Charge
Print Charge Meter 1:	Print Charge Meter 1:
Prints 1 -	Prints 1 -
Prints -	Prints -
Prints -	Prints -
Print Charge Meter 2:	Print Charge Meter 2:
Prints 1 -	Prints 1 -
Prints -	Prints -
Mo. Min.# of Prints (based on Meter 1 Print Charges)	Mo. Min.# of Prints (based on Meter 1 Print Charges)

 Purchased Supplies Cash Fin'd

Reorder #	Qty	Description	Price
			\$
			\$
			\$
			\$
		Total Price =	\$

 Application Software

Software Title	Initial License Fee	Annual Renewal Fee
	<input type="checkbox"/> Cash	<input type="checkbox"/> Finance
	\$	\$
	\$	\$
	\$	\$
Total Initial License Fees =	\$	

 Trade-In Allowance

Final Principal Payment# 1

Manufacturer	Model/Serial #	Allowance
XEROX	UW7887037	\$
XEROX	UW7887374	\$
	Total Allowance =	\$
Total Allowance Applied to:	<input type="checkbox"/> Trade-In Equip. Balance:	\$
	<input type="checkbox"/> Price of Replmnt. Equip.:	\$

 K-16 Billing Suspension

(check 1 as required)

Months affected

- June only
- July only
- August only
- June - July
- July - August

Additional Options (check all that apply)

 Run Length Plan Fixed Price Plan Per-Foot Pricing Extended Service Hours:

Description: 3X7 : Z33 : \$ 130 mo.

 Attached Addenda: 51864-1



AGREEMENT ADDENDUM

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3. The Pricing Details of the Maintenance Agreement shall be as follows:

Maintenance Agreement Price Information

Monthly Base Charge	\$
Print Charge Meter 1:	[REDACTED]
Prints 1 - + \$	
Prints - \$	
Prints - \$	
Print Charge Meter 2:	[REDACTED]
Prints 1 - \$	
Prints - \$	

Mo. Min.# of Prints
(based on Meter 1 Print Charges)

Supplies included in Base/Print Charges

Adjustment Period

Mos. Affected:	
Monthly Base Charge	\$
Print Charge Meter 1:	[REDACTED]
Prints 1 - \$	
Prints - \$	
Prints - \$	
Print Charge Meter 2:	[REDACTED]
Prints 1 - \$	
Prints - \$	
Mo. Min.# of Prints (based on Meter 1 Print Charges)	

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LEASE AGREEMENT (ADDITIONAL PRODUCTS)

Customer Legal Name (Bill to) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Date of Customer Signature on Attached Agreement
 Customer Name (Install) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Installed at Street Address 9954 MAYLAND DR
 Floor/Room/Routing DRIII GROUND FLOOR
 City, State RICHMOND, VA
 Zip Code 23233-1464
 County Installed In Henrico
 Customer Requested Install Date 06/03/2002

05/28/2002 16:01:09

Worksheet: 880891

Unit: 21

Check all that apply

Attached Customer P.O. #: Supplies: _____
 Lease: _____
 State or Local Government Customer
 Int. Rate: % Total Int. Payable: \$ _____
 Replacement/Modification of Prior Xerox Agreement
 Agreement covering Xerox Equipment Serial# (or 95#): _____
 is hereby modified replaced Effective Date:
 Comments: _____

Lease Information

Lease Term: 36 months

 Supplies included in Base/Print Charges Refin. of Prior Agmt. Xerox (95#): _____ 3rd Party Eq.

Amt Refin: \$ _____ Int Rate: % _____ Total Int Payable: \$ _____

Min. Lease Payment Freq.

(excluding excess meter charges)
 Monthly Quarterly
 Semi-Annual Annual
 Other

Min. Lease Payment Mode

Advance Arrears

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interim
6115PM PRINT MODULE	SFMV	\$	<input type="checkbox"/>	<input type="checkbox"/>
1)DTBYPAS1 1)DB-T/HUB 1)6135INT	\$		<input type="checkbox"/>	<input type="checkbox"/>
1)DTSTACK	\$		<input type="checkbox"/>	<input type="checkbox"/>
Advanced Accounting	\$		<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>

\$ 3,807.35 : MINIMUM MONTHLY LEASE PAYMENT (excl. of applic. taxes)

Price Information

 Adjustment Period

Period A - Mos. Affected:	Period B - Mos. Affected:
Monthly Base Charge	\$
Print Charge Meter 1:	\$
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	\$
Prints 1 -	\$
Prints -	\$
Mo. Min.# of Prints (based on Meter 1 Print Charges)	Mo. Min.# of Prints (based on Meter 1 Print Charges)

 Purchased Supplies Cash Fin'd

Reorder #	Qty	Description	Price
			\$
			\$
			\$
			\$
		Total Price =	\$.

 Application Software

Software Title	Initial License Fee	Annual Renewal Fee
	<input type="checkbox"/> Cash	<input type="checkbox"/> Finance
	\$	\$
	\$	\$
	\$	\$
Total Initial License Fees =	\$	

 Trade-In Allowance Final Principal Payment: \$ 59

Manufacturer	Model/Serial #	Allowance
XEROX	W11038151	\$ 10,000.00
		\$
		\$
		\$
Total Allowance =	\$ 10,000.00	
Total Allowance Applied to:	<input checked="" type="checkbox"/> Trade-In Equip. Balance: \$ 10,000.00	
	<input type="checkbox"/> Price of Replmnt. Equip.: \$	

 K-16 BillingSuspension

(check 1 as required)

Months affected

June only
 July only
 August only
 June - July
 July - August

Additional Options (check all that apply)

Run Length Plan Fixed Price Plan
 Per-Foot Pricing
 Extended Service Hours: Description: 3X7 : Z33 / \$ 1095 mo.
 Attached Addenda: 51864-1

AGREEMENT ADDENDUM



ADDENDUM TO CREATE
A SEPARATE MAINTENANCE AGREEMENT

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3. The Pricing Details of the Maintenance Agreement shall be as follows:

Maintenance Agreement Price Information

Monthly Base Charge	\$ 2,125.00
Print Charge Meter 1:	
Prints 1 - 400000	\$
Prints 400001 -	\$ 0.003
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$

Mo. Min.# of Prints
(based on Meter 1 Print Charges) 400000

Supplies included in Base/Print Charges

Adjustment Period

Mos. Affected: 1 - 6	
Monthly Base Charge	\$ 400.00
Print Charge Meter 1:	
Prints 1 - 400000	\$
Prints 400001 -	+ \$ 0.001
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$
Mo. Min.# of Prints (based on Meter 1 Print Charges)	

4. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.

XEROX

LEASE AGREEMENT (ADDITIONAL PRODUCTS)

Customer Legal Name (Bill to) CIRCUIT CITY STORES
 Name Overflow (if needed) INC.
 Date of Customer Signature on Attached Agreement
 Customer Name (Install) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Installed at Street Address 9954 MAYLAND DR
 Floor/Room/Routing DRIII GROUND FLOOR
 City, State RICHMOND, VA
 Zip Code 23233-1464
 County Installed In Henrico
 Customer Requested Install Date 06/03/2002

05/28/2002 16:01:09

Worksheet: 880891

Unit: 22

 Check all that apply

Attached Customer P.O. #: Supplies: _____
 Lease: _____
 State or Local Government Customer
 Int. Rate: % Total Int. Payable: \$ _____
 Replacement/Modification of Prior Xerox Agreement
 Agreement covering Xerox Equipment Serial# (or 95#): _____
 is hereby modified replaced Effective Date: _____
 Comments: _____

Lease Information

Lease Term: 36 months
 Supplies included in Base/Print Charges
 Refin. of Prior Agmt. Xerox (95#): _____ 3rd Party Eq.
 Amt Refin: \$ _____ Int Rate: % _____ Total Int Payable: \$ _____

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interim
--	--------------------	-----------------	-----------------	------------------

DTCNTRL-1 CNTRL 6100/6115/6135	\$FMV	\$		
1)DT115PPM 1)KFE	\$			
	\$			
	\$			
	\$			

\$ 1,159.57 : MINIMUM MONTHLY LEASE PAYMENT (excl. of applic. taxes)

Price Information

Monthly Base Charge	\$
Print Charge Meter 1:	\$
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	\$
Prints 1 -	\$
Prints -	\$

Mo. Min.# of Prints
(based on Meter 1 Print Charges)

 Adjustment Period

Period A - Mos. Affected:	Period B - Mos. Affected:
Monthly Base Charge	\$
Print Charge Meter 1:	\$
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	\$
Prints 1 -	\$
Prints -	\$

Mo. Min.# of Prints
(based on Meter 1 Print Charges)

Purchased Supplies Cash Fin'd

Reorder #	Qty	Description	Price
			\$
			\$
			\$
			\$
Total Price =			\$

 Application Software

Software Title	Initial License Fee	Annual Renewal Fee
	<input type="checkbox"/> Cash	<input type="checkbox"/> Finance
	\$	\$
	\$	\$
	\$	\$
Total Initial License Fees =	\$	

 Trade-In Allowance

Final Principal Payment# 1

Manufacturer	Model/Serial #	Allowance
XEROX	W3Y200022	\$
		\$
		\$
		\$
Total Allowance =		\$
Total Allowance Applied to:		\$
<input type="checkbox"/> Trade-In Equip. Balance:		\$
<input type="checkbox"/> Price of Replcmnt. Equip.:		\$

 K-16 Billing Suspension

(check 1 as required)

Months affected

June only
 July only
 August only
 June - July
 July - August

Additional Options (check all that apply)

Run Length Plan Fixed Price Plan
 Per-Foot Pricing
 Extended Service Hours:
 Description: 3X7 : Z33 / \$ 0 mo.
 Attached Addenda: 51864-1



AGREEMENT ADDENDUM

ADDENDUM TO CREATE

A SEPARATE MAINTENANCE AGREEMENT

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2. The terms of the Maintenance Agreement shall be the same as those set out in the Agreement other than (a) as set forth above and (b) the inclusion of the following:
 - I. PRICING CHANGES. Xerox may annually adjust the Monthly Base and Print Charges, each such increase not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)
 - II. BILLING. The Minimum Monthly Maintenance Payment shall consist of the total of (1) any Monthly Base Charge and (2) any Monthly Minimum Number of Prints multiplied by the applicable Meter 1 Print Charge(s). Minimum Monthly Maintenance Payments (and, where applicable, Annual Charges) are billed in advance, with additional Print Charges billed in arrears. For full-color equipment, color prints are counted on Meter 1.
3. The Pricing Details of the Maintenance Agreement shall be as follows:

Maintenance Agreement Price Information

Monthly Base Charge	\$	
Print Charge Meter 1:	\$	
Prints 1 - +	\$	
Prints -	\$	
Prints -	\$	
Print Charge Meter 2:	\$	
Prints 1 -	\$	
Prints -	\$	

Mo. Min.# of Prints
(based on Meter 1 Print Charges)

Supplies included in Base/Print Charges

Adjustment Period

Mos. Affected:	
Monthly Base Charge	\$
Print Charge Meter 1:	\$
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	\$
Prints 1 -	\$
Prints -	\$
Mo. Min.# of Prints (based on Meter 1 Print Charges)	

4. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.

LEASE AGREEMENT (ADDITIONAL PRODUCTS)

Customer Legal Name (Bill to) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Date of Customer Signature on Attached Agreement
 Customer Name (Install) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Installed at Street Address 9954 MAYLAND DR
 Floor/Room/ Routing DRIII GROUND FLOOR
 City, State RICHMOND, VA
 Zip Code 23233-1464
 County Installed In Henrico
 Customer Requested Install Date 06/03/2002

05/28/2002 16:01:09

Worksheet: 880891

Unit: 23

Check all that apply

Attached Customer P.O. #: Supplies: _____
 Lease: _____
 State or Local Government Customer
 Int. Rate: % Total Int. Payable: \$ _____
 Replacement/Modification of Prior Xerox Agreement
 Agreement covering Xerox Equipment Serial# (or 95#): _____
 is hereby modified replaced Effective Date: _____
 Comments: _____

Lease Information

Lease Term: 36 months

 Supplies included in Base/Print Charges Refin. of Prior Agrmt. : Xerox (95#): _____ 3rd Party Eq.
 Amt Refin: \$ _____ Int Rate: % Total Int Payable: \$ _____

Min. Lease Payment Freq.

(excluding excess meter charges)
 Monthly Quarterly
 Semi-Annual Annual
 Other

Min. Lease Payment Mode

Advance Arrears

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interim
6115PM PRINT MODULE	SFMV	\$	<input type="checkbox"/>	<input type="checkbox"/>
1)DTBYPAS1 1)10B-T/HUB 1)6135INT	\$		<input type="checkbox"/>	<input type="checkbox"/>
1)DTSTACK	\$		<input type="checkbox"/>	<input type="checkbox"/>
Advanced Accounting	\$		<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>

\$ 4,256.88 : MINIMUM MONTHLY LEASE PAYMENT (excl. of applic. taxes)

Price Information

 Adjustment Period

Period A - Mos. Affected:

Monthly Base Charge	\$	Period B - Mos. Affected:	\$
Print Charge Meter 1:	\$	Print Charge Meter 1:	\$
Prints 1 -	\$	Prints 1 -	\$
Prints -	\$	Prints -	\$
Prints -	\$	Prints -	\$
Print Charge Meter 2:	\$	Print Charge Meter 2:	\$
Prints 1 -	\$	Prints 1 -	\$
Prints -	\$	Prints -	\$

Mo. Min.# of Prints
(based on Meter 1 Print Charges)Mo. Min.# of Prints
(based on Meter 1 Print Charges)Mo. Min.# of Prints
(based on Meter 1 Print Charges) Purchased Supplies Cash Fin'd Application Software

Reorder #	Qty	Description	Price	Software Title	Initial License Fee	Annual Renewal Fee
			\$		<input type="checkbox"/> Cash <input type="checkbox"/> Finance	<input type="checkbox"/> Support Only
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$
		Total Price =	\$	Total Initial License Fees =	\$	

 Trade-In Allowance Final Principal Payment# 37

Manufacturer	Model/Serial #	Allowance
XEROX	8VE051180	\$ 61,000.00
		\$
		\$
	Total Allowance =	\$ 61,000.00
Total Allowance Applied to:	<input checked="" type="checkbox"/> Trade-In Equip. Balance:	\$ 61,000.00
	<input type="checkbox"/> Price of Replmnt. Equip.:	\$

 K-16 Billing Suspension

(check 1 as required)

Months affected

June only
 July only
 August only
 June - July
 July - August

Additional Options (check all that apply)

Run Length Plan Fixed Price Plan
 Per-Foot Pricing
 Extended Service Hours:
 Description: 3X7 : Z33 / \$ 1095 mo.
 Attached Addenda: 51864-1



AGREEMENT ADDENDUM

ADDENDUM TO CREATEA SEPARATE MAINTENANCE AGREEMENT

This ADDENDUM ("Addendum") amends the agreement between you and Xerox to which it is attached (the "Agreement").

The parties agree to the following terms that shall be additive to those found elsewhere in the Agreement:

1. The Minimum Monthly Lease Payment shall not include a Maintenance Component and, as such, Xerox shall not be obligated to maintain the Equipment as part of the Agreement. Instead, you agree that by the inclusion of this Addendum, you and Xerox have entered into a separate and distinct Maintenance Agreement (the "Maintenance Agreement") which shall be in effect for the same period as the Agreement, including any extensions thereof. You further agree that a breach of either the Agreement or the Maintenance Agreement, including any failure on your part to make payments as they become due, shall constitute a breach of both.
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 - II. BILLING. The Minimum Monthly Maintenance Payment shall consist of the total of (1) any Monthly Base Charge and (2) any Monthly Minimum Number of Prints multiplied by the applicable Meter 1 Print Charge(s). Minimum Monthly Maintenance Payments (and, where applicable, Annual Charges) are billed in advance, with additional Print Charges billed in arrears. For full-color equipment, color prints are counted on Meter 1.
3. The Pricing Details of the Maintenance Agreement shall be as follows:

Maintenance Agreement Price Information

Monthly Base Charge	\$ 2,125.00
Print Charge Meter 1:	
Prints 1 - 400000	\$
Prints 400001 - +	\$ 0.003
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$
Mo. Min.# of Prints (based on Meter 1 Print Charges)	400000

Supplies included in Base/Print Charges

Adjustment Period

Mos. Affected: 1 - 6	
Monthly Base Charge	\$ 400.00
Print Charge Meter 1:	
Prints 1 - 400000	\$
Prints 400001 - +	\$ 0.001
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$
Mo. Min.# of Prints (based on Meter 1 Print Charges)	

4. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.

LEASE AGREEMENT (ADDITIONAL PRODUCTS)

Customer Legal Name (Bill to) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Date of Customer Signature on Attached Agreement
 Customer Name (Install) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Installed at Street Address 9954 MAYLAND DR
 Floor/Room/Routing DRIII GROUND FLOOR
 City, State RICHMOND, VA
 Zip Code 23233-1464
 County Installed In Henrico
 Customer Requested Install Date 06/03/2002

05/28/2002 16:01:09

Worksheet: 880891

Unit: 24

Check all that apply

Attached Customer P.O. #: Supplies: _____
 Lease: _____
 State or Local Government Customer
 Int. Rate: % Total Int. Payable: \$ _____
 Replacement/Modification of Prior Xerox Agreement
 Agreement covering Xerox Equipment Serial# (or 95#): _____
 is hereby modified replaced Effective Date: _____
 Comments: _____

Lease Information

Lease Term: 36 months

 Supplies included in Base/Print Charges Refin. of Prior Agrmt. Xerox (95#): _____ 3rd Party Eq.
 Amt Refin: \$ _____ Int Rate: % Total Int Payable: \$ _____

Min. Lease Payment Freq.

(excluding excess meter charges)

<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly
<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual
<input type="checkbox"/> Other	

Min. Lease Payment Mode

<input type="checkbox"/> Advance	<input type="checkbox"/> Arrears
----------------------------------	----------------------------------

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interim
DTCNTRL-1 CNTRL 6100 6115/6135	SFMV	\$	<input type="checkbox"/>	<input type="checkbox"/>
1)DT115PPM 1)KFE	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>

\$ 1,159.57 : MINIMUM MONTHLY LEASE PAYMENT (excl. of applic. taxes)

Price Information

 Adjustment Period

Period A - Mos. Affected:

Monthly Base Charge	\$	Monthly Base Charge	\$	Period B - Mos. Affected:
Print Charge Meter 1:	\$	Print Charge Meter 1:	\$	Print Charge Meter 1:
Prints 1 -	\$	Prints 1 -	\$	Prints 1 -
Prints -	\$	Prints -	\$	Prints -
Prints -	\$	Prints -	\$	Prints -
Print Charge Meter 2:	\$	Print Charge Meter 2:	\$	Print Charge Meter 2:
Prints 1 -	\$	Prints 1 -	\$	Prints 1 -
Prints -	\$	Prints -	\$	Prints -
Mo. Min.# of Prints (based on Meter 1 Print Charges)		Mo. Min.# of Prints (based on Meter 1 Print Charges)		Mo. Min.# of Prints (based on Meter 1 Print Charges)

 Purchased Supplies Cash Fin'd

Reorder #	Qty	Description	Price	Software Title	Initial License Fee	Annual Renewal Fee
			\$		<input type="checkbox"/> Cash	<input type="checkbox"/> Finance
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$
		Total Price =	\$	Total Initial License Fees =	\$	

 Trade-In Allowance Final Principal Payment# 1

Manufacturer	Model/Serial #	Allowance
XEROX	W3Y200026	\$
		\$
		\$
	Total Allowance =	\$
Total Allowance Applied to:	<input type="checkbox"/> Trade-In Equip. Balance: \$	
	<input type="checkbox"/> Price of Replcmnt. Equip.: \$	

 Application Software

Software Title	Initial License Fee	Annual Renewal Fee
	<input type="checkbox"/> Cash	<input type="checkbox"/> Finance
	\$	\$
	\$	\$
	\$	\$
	\$	\$

 K-16 Billing Suspension

(check 1 as required)

Months affected

June only
 July only
 August only
 June - July
 July - August

Additional Options (check all that apply)

Run Length Plan Fixed Price Plan
 Per-Foot Pricing
 Extended Service Hours:
 Description: 3X7 : Z33 / S 0 mo.
 Attached Addenda: 51864-1



AGREEMENT ADDENDUM

ADDENDUM TO CREATE

A SEPARATE MAINTENANCE AGREEMENT

This ADDENDUM ("Addendum") amends the agreement between you and Xerox to which it is attached (the "Agreement").

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3. The Pricing Details of the Maintenance Agreement shall be as follows:

Maintenance Agreement Price Information

Monthly Base Charge	\$
Print Charge Meter 1:	[REDACTED]
Prints 1 - +	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	[REDACTED]
Prints 1 -	\$
Prints -	\$

Mo. Min.# of Prints
(based on Meter 1 Print Charges)

Supplies included in Base/Print Charges

Adjustment Period

Mos. Affected:	-
Monthly Base Charge	\$
Print Charge Meter 1:	[REDACTED]
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	[REDACTED]
Prints 1 -	\$
Prints -	\$
Mo. Min.# of Prints (based on Meter 1 Print Charges)	

4. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.

LEASE AGREEMENT (ADDITIONAL PRODUCTS)

Customer Legal Name (Bill to) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Date of Customer Signature on Attached Agreement
 Customer Name (Install) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Installed at Street Address 9954 MAYLAND DR
 Floor/Room/Routing DRIII GROUND FLOOR
 City, State RICHMOND, VA
 Zip Code 23233-1464
 County Installed In Henrico
 Customer Requested Install Date 06/03/2002

05/28/2002 16:01:09

Worksheet: 880891

Unit: 25

Check all that apply

Attached Customer P.O. #: Supplies: _____
 Lease: _____
 State or Local Government Customer
 Int. Rate: % Total Int. Payable: \$ _____
 Replacement/Modification of Prior Xerox Agreement
 Agreement covering Xerox Equipment Serial# (or 95#): _____
 is hereby modified replaced Effective Date: _____
 Comments: _____

Lease Information

Lease Term: 36 months

 Supplies included in Base/Print Charges Refin. of Prior Agrmt. : Xerox (95#): 3rd Party Eq.

Amt Refin: \$ _____ Int Rate: % _____ Total Int Payable: \$ _____

Min. Lease Payment Freq.

(excluding excess meter charges)

Monthly Quarterly
 Semi-Annual Annual
 Other

Min. Lease Payment Mode

Advance Arrears

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interim
DP2K115M DOCUPRINT 115 MICR	SFMV	\$	<input type="checkbox"/>	<input type="checkbox"/>
1)7PU 1)DP2KSW1	S		<input type="checkbox"/>	<input type="checkbox"/>
CPI	S		<input type="checkbox"/>	<input checked="" type="checkbox"/>
	S		<input type="checkbox"/>	<input type="checkbox"/>
	S		<input type="checkbox"/>	<input type="checkbox"/>

\$ 5,192.06 : MINIMUM MONTHLY LEASE PAYMENT (excl. of applic. taxes)

Price Information

<input type="checkbox"/> Adjustment Period		Period A - Mos. Affected:	Period B - Mos. Affected:
Monthly Base Charge	\$	Monthly Base Charge	\$
Print Charge Meter 1:		Print Charge Meter 1:	
Prints 1 -	\$	Prints 1 -	\$
Prints -	\$	Prints -	\$
Prints -	\$	Prints -	\$
Print Charge Meter 2:		Print Charge Meter 2:	
Prints 1 -	\$	Prints 1 -	\$
Prints -	\$	Prints -	\$

Mo. Min.# of Prints
(based on Meter 1 Print Charges)Mo. Min.# of Prints
(based on Meter 1 Print Charges)Mo. Min.# of Prints
(based on Meter 1 Print Charges) Purchased Supplies Cash Fin'd

Reorder #	Qty	Description	Price	Software Title	Initial License Fee	Annual Renewal Fee
			\$		<input type="checkbox"/> Cash	<input type="checkbox"/> Finance
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$
		Total Price =	\$			

Total Initial License Fees = \$

 Trade-In Allowance Final Principal Payment= 37

Manufacturer	Model/Serial #	Allowance
XEROX	DN7025106	\$ 61,000.00
		\$
		\$
		\$
	Total Allowance =	\$ 61,000.00
Total Allowance Applied to:	<input checked="" type="checkbox"/> Trade-In Equip. Balance:	\$ 61,000.00
	<input type="checkbox"/> Price of Replcmnt. Equip.:	\$

 K-16 Billing Suspension

(check 1 as required)

Months affected

June only
 July only
 August only
 June - July
 July - August

 Additional Options (check all that apply)

Run Length Plan Fixed Price Plan
 Per-Foot Pricing

 Extended Service Hours:

Description: 3X7 : Z33 / \$ 990 mo.

 Attached Addenda: \$1864-1

XEROX

AGREEMENT ADDENDUM

ADDENDUM TO CREATE

A SEPARATE MAINTENANCE AGREEMENT

This ADDENDUM ("Addendum") amends the agreement between you and Xerox to which it is attached (the "Agreement").

The parties agree to the following terms that shall be additive to those found elsewhere in the Agreement:

1. The Minimum Monthly Lease Payment shall not include a Maintenance Component and, as such, Xerox shall not be obligated to maintain the Equipment as part of the Agreement. Instead, you agree that by the inclusion of this Addendum, you and Xerox have entered into a separate and distinct Maintenance Agreement (the "Maintenance Agreement") which shall be in effect for the same period as the Agreement, including any extensions thereof. You further agree that a breach of either the Agreement or the Maintenance Agreement, including any failure on your part to make payments as they become due, shall constitute a breach of both.
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3. The Pricing Details of the Maintenance Agreement shall be as follows:

Maintenance Agreement Price Information

Monthly Base Charge	\$ 2,125.00
Print Charge Meter 1:	
Prints 1 - 400000	\$
Prints +00001 -	\$ 0.003
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$
Mo. Min.# of Prints (based on Meter 1 Print Charges)	400000

Supplies included in Base/Print Charges

Adjustment Period

Mos. Affected: 1 - 6	
Monthly Base Charge	\$ 400.00
Print Charge Meter 1:	
Prints 1 - 400000	\$
Prints 400001 -	\$ 0.001
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$
Mo. Min.# of Prints (based on Meter 1 Print Charges)	

4. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.



LEASE AGREEMENT (ADDITIONAL PRODUCTS)

Customer Legal Name (Bill to) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Date of Customer Signature on Attached Agreement
 Customer Name (Install) CIRCUIT CITY STORES
 Name Overflow (if needed) INC
 Installed at Street Address 9954 MAYLAND DR
 Floor/Room/Routing DRIII GROUND FLOOR
 City, State RICHMOND, VA
 Zip Code 23233-1464
 County Installed In Henrico
 Customer Requested Install Date 06/03/2002

05/28/2002 16:01:09 Worksheet: 880891 Unit: 26

Check all that apply

Attached Customer P.O. #: Supplies: _____
 Lease: _____
 State or Local Government Customer
 Int. Rate: % Total Int. Payable: \$ _____
 Replacement/Modification of Prior Xerox Agreement
 Agreement covering Xerox Equipment Serial# (or 95#): _____
 is hereby modified replaced Effective Date: _____
 Comments: _____

Lease Information

Lease Term: 36 months
 Supplies included in Base/Print Charges
 Refin. of Prior Agrmt. : Xerox (95#): _____ 3rd Party Eq.
 Amt Refin: \$ _____ Int Rate: % _____ Total Int Payable: \$ _____

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interim
DPCNTRL-1 CNTRL DP2K100-135	SFMV	\$	<input type="checkbox"/>	<input type="checkbox"/>
1)DP115PPM 1)DP2KLPS	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>
	\$		<input type="checkbox"/>	<input type="checkbox"/>

\$ 1,135.24 : MINIMUM MONTHLY LEASE PAYMENT (excl. of applic. taxes)

Price Information

<input type="checkbox"/> Adjustment Period	
Period A - Mos. Affected:	Period B - Mos. Affected:
Monthly Base Charge	Monthly Base Charge
Print Charge Meter 1:	Print Charge Meter 1:
Prints 1 -	Prints 1 -
Prints -	Prints -
Prints -	Prints -
Print Charge Meter 2:	Print Charge Meter 2:
Prints 1 -	Prints 1 -
Prints -	Prints -
Mo. Min.# of Prints (based on Meter 1 Print Charges)	Mo. Min.# of Prints (based on Meter 1 Print Charges)
Mo. Min.# of Prints (based on Meter 1 Print Charges)	Mo. Min.# of Prints (based on Meter 1 Print Charges)

 Purchased Supplies Cash Fin'd

Reorder #	Qty	Description	Price
			\$
			\$
			\$
			\$
Total Price =		\$	Total Initial License Fees = \$

 Application Software

Software Title	Initial License Fee	Annual Renewal Fee
	<input type="checkbox"/> Cash	<input type="checkbox"/> Finance
	\$	\$
	\$	\$
	\$	\$
	\$	\$

 Trade-In Allowance Final Principal Payment#

Manufacturer	Model/Serial #	Allowance
		\$
		\$
		\$
		\$
Total Allowance Applied to:	Total Allowance =	\$
	<input type="checkbox"/> Trade-In Equip. Balance: \$	
	<input type="checkbox"/> Price of Replcmnt. Equip.: \$	

 K-16 Billing Suspension

(check 1 as required)

Months affected
 June only
 July only
 August only
 June - July
 July - August

 Additional Options (check all that apply)

Run Length Plan Fixed Price Plan
 Per-Foot Pricing
 Extended Service Hours:
 Description: / \$ 0 mo.

 Attached Addenda: 51864-1



AGREEMENT ADDENDUM

ADDENDUM TO CREATE A SEPARATE MAINTENANCE AGREEMENT

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3. The Pricing Details of the Maintenance Agreement shall be as follows:

Maintenance Agreement Price Information

Monthly Base Charge	\$	
Print Charge Meter 1:	\$	
Prints 1 - +	\$	
Prints -	\$	
Prints -	\$	
Print Charge Meter 2:	\$	
Prints 1 -	\$	
Prints -	\$	

Mo. Min.# of Prints
(based on Meter 1 Print Charges)

Supplies included in Base/Print Charges

Adjustment Period

Mos. Affected:	
Monthly Base Charge	\$
Print Charge Meter 1:	\$
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	\$
Prints 1 -	\$
Prints -	\$

Mo. Min.# of Prints
(based on Meter 1 Print Charges)

4. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.

Exhibit 2

(Blanket Agreement)

XEROX BLANKET AGREEMENT

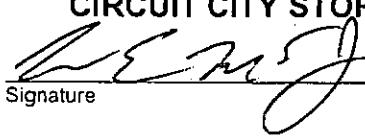
This XEROX BLANKET AGREEMENT ("Agreement") is entered into by XEROX CORPORATION ("Xerox") and CIRCUIT CITY STORES, INC. ("Customer").

THIS AGREEMENT, INCLUDING THE ATTACHED PRICING, AND ALL RELATED MATERIALS SUBMITTED HEREUNDER ARE CONSIDERED CONFIDENTIAL AND PROPRIETARY AND MAY NOT BE SHARED WITH ANY PARTY OTHER THAN CUSTOMER, ITS' ATTORNEYS, AUDITORS, ACCOUNTANTS AND OTHER SIMILAR ADVISORS, AND THEN STRICTLY ON A NEED-TO-KNOW BASIS.

1. **SCOPE.** The acquisition (whether by way of purchase, installment purchase or by way of lease) of Xerox Equipment and/or licensing of Xerox Software ("Products") by Customer shall be subject to the prices identified on Exhibit I, the terms and conditions contained in this Agreement, Exhibit II, and any Attachments. The parties agree that in the event of any conflict between the terms and conditions in this Agreement and those contained in any of the documents referenced above, the terms and conditions of this Agreement shall prevail.
2. **SUBSIDIARIES.** Xerox will also provide (whether by way of purchase, installment purchase or by way of lease) and/or license Products subject to this Agreement to Customer's domestic subsidiaries of which more than 50% of the stock entitled to vote for election of members to such subsidiary's Board of Directors is owned by Customer.
3. **ORDER DOCUMENTS.** Customer shall issue Order Documents (documents Customer or Xerox require regarding acquisition of Equipment, Software, Maintenance Services, as defined herein, etc.) to Xerox for order entry purposes only, specifying Customer's requested shipment date, installation site, quantities, bill-to address, and product description, including any applicable trade-in Equipment. Such Order Documents must reference this Agreement and its number, and shall be subject solely to this Agreement's terms and conditions, notwithstanding anything contained in such Order Documents which are at variance with or additional to this Agreement.
4. **PRODUCT AVAILABILITY.** Xerox may withdraw from this Agreement Products that become no longer commercially available during the term of this Agreement. Xerox will provide 90 days advance notification of products being withdrawn from the availability of this Agreement.
5. **DELIVERY AND REMOVAL.** Xerox will be responsible for all standard delivery and/or removal charges, including but not limited to delivery of Products upon acquisition by Customer (by way of purchase or by way of lease) and removal of Products upon termination of any lease without Customer's exercise of any applicable right to purchase such Products. Customer will be responsible for any non-typical delivery and removal charges. Examples of such non-typical charges are, upending of equipment, movement of equipment up and down stairs, etc. .
6. **QUALIFYING LEVEL.** The Customer agrees to acquisitions during the term of this Agreement which will achieve a Qualifying Level (as defined in Exhibit I) of 160 points for Products listed in Exhibit I. Such Products will be acquired for use within Customer's own business enterprise and not for remarketing.
7. **TERM.** The term of this Agreement shall be twelve (12) months from the date this Agreement is accepted by Xerox as set forth on the signature page attached hereto, and shall expire at the end of twelve full calendar months. Notwithstanding the foregoing, to the extent that the term of any agreement, including but not limited to any lease or maintenance agreement entered into pursuant to any Attachments has not expired, such agreement, including but not limited to the general terms set forth on Exhibit II attached hereto, shall survive the termination of this Agreement, and such agreements shall expire in accordance with their express terms. This Agreement shall supersede any terms and conditions attached to any individual Order Document and, except for any ongoing purchase obligations, shall survive the duration of the installation of such Equipment.

8. NON-FULFILLMENT. If Customer has not issued Order Documents that meet or exceed the Qualifying Level points for the Products defined herein, Customer shall, prior to the end of the term of this Agreement, submit Order Documents for such Products to cover the point deficiency and accept delivery for all such orders. If such Order Documents are not submitted, or if Customer refuses to accept delivery of any Product for which an Order Document has been issued, Customer will pay NonFulfillment Charges in an amount equal to \$200.00 times the Qualifying Level point deficiency. Should the delivery and installation of the equipment listed on Exhibit II occur, no non-fulfillment charges would be billed.
9. TOTAL SATISFACTION GUARANTEE. If Customer is not totally satisfied with any Xerox Equipment ordered under this Agreement, Xerox will, at Customer's request, replace it without charge with an identical model or, at the option of Xerox, with a machine with comparable or greater features and capabilities. This guarantee will be effective for three years following initial Equipment delivery, unless the Equipment is financed by Xerox for more than three years, in which event it will be effective during the entire term of Xerox financing (except for certain previously-installed models which receive coverage for one year). This Guarantee applies only to Equipment which has been continuously maintained by Xerox or its authorized representatives under a Xerox express warranty or Xerox Maintenance plan.
10. ENTIRE AGREEMENT. This Agreement, including any applicable exhibits, constitutes the entire Agreement as to its subject matter, supersedes all prior oral and written agreements, and shall be construed under the laws of the State of New York (without regard to conflict-of-law principles). Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which shall be considered an equivalent to the original. All changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on Customer's ordering documents shall be of no force or effect. Nothing contained in this Agreement shall be deemed as a waiver or release of any claims that Customer may have against Xerox.

CIRCUIT CITY STORES, INC.


Signature

Bill McColey

Name (please print)

V.P, MIS

Title

9954 Mayland Drive
Richmond, VA 23233

Address

5/28/02
Date

XEROX CORPORATION


Signature

Linda Fairchild

Name

Major Account Contract Manager

Title

8180 Greensboro Drive
McLean, VA 22102

Address

5/30/02
Date

Exhibit II to Xerox Blanket Purchase Agreement

GENERAL TERMS. The following terms apply to all transactions:

1. **PRODUCTS AND EQUIPMENT STATUS.** The term "Products" shall refer collectively to all equipment (the "Equipment"), software (including but not limited to Application Software and Base Software as defined herein), and supplies ordered under this Agreement. Customer may enter into agreements to purchase, lease or license Products or obtain maintenance services therefore, or may enter into certain other agreements with regard to such Products pursuant to certain Attachments to this Agreement, including but not limited to Order Documents. All capitalized terms not otherwise defined herein shall have the meaning set forth in the applicable Attachment. Customer represents that the Products are being acquired for Customer's own use (rather than resale) and that they will not be used primarily for personal, household or family purposes. In support of Xerox's environmental leadership goals, Equipment will be either:
 - a) "Newly Manufactured", which may contain some recycled components that are reconditioned;
 - b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned; or
 - c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned.
2. **NON-CANCELABLE AGREEMENT.** CUSTOMER'S AGREEMENT TO PURCHASE EQUIPMENT ON AN INSTALLMENT BASIS OR LEASE EQUIPMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. CUSTOMER'S OBLIGATION TO MAKE PAYMENTS AND TO PAY ANY OTHER AMOUNTS DUE SHALL BE ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY DELAY, REDUCTION, SET OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER. ANY CLAIM WHICH CUSTOMER MAY HAVE AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX, PROVIDED CUSTOMER CONTINUES TO FULFILL ALL OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
3. **PAYMENT, TAXES AND CREDIT HISTORY.** Payment is due within thirty (30) days of date of the invoice. If Customer fails to make such payment Xerox, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment of (a) all amounts then due; (b) late charges to cover Xerox's Cost of collection equal to \$25.00 (not to exceed the amount permitted by law); (c) interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law).
A. Customer shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless Customer provides proof of Customer's tax exempt status. "Taxes" shall mean any tax, assessment or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed on this Agreement or the amounts payable to Xerox by Customer for the billing of Products, Print Charges (as defined on the individual Order Document), services and maintenance of any kind; Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon to the extent that such interest or penalty was solely the result of Customer's failure to pay the invoice on which such taxes were included in a timely fashion, but excluding any personal property taxes and taxes on Xerox's net income. If a taxing authority determines that Xerox did not collect all applicable Taxes, Customer shall remain liable to Xerox for such additional Taxes.
4. **BASIC SERVICES.** Xerox will provide the following Basic Services under an express warranty, rental, maintenance, or lease agreement (each of which shall be reflected by an Attachment to this Agreement) (unless Customer is acquiring Equipment for which Xerox does not offer Basic Services; such equipment to be designated as "No Svc"). All such Basic Services shall be performed in a workmanlike manner in accordance with industry standards:
A. **REPAIRS AND PARTS.** Xerox will make adjustments and repairs necessary to keep Equipment in good working order in accordance with the specifications provided for such Equipment (including such adjustments or repairs required during initial installation). Parts required for repair may be new,

reprocessed, or recovered. All replaced parts and materials will become Xerox's property.

B. HOURS AND EXCLUSIONS. Unless otherwise specified, Basic Services will be provided during Xerox's standard working hours (Monday through Friday 8:00 am until 5:00 pm local time, excluding Xerox recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. Basic Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines in good faith to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox or its authorized agent as well as any alterations, relocation, service, supplies, or consumables not provided by Xerox or Xerox's authorized agent).

C. INSTALLATION SITE AND METER READINGS. The Equipment installation site must conform to Xerox's published requirements. Xerox is required to provide such requirements in advance of signing Xerox Order Documents for specific pieces of Equipment. Once the Equipment is installed and remains in the original configuration, the published requirements provided prior to the signing of the Xerox Order Documents for such Equipment shall not change throughout the term of this Agreement. If applicable, Customer will provide meter readings in the manner prescribed by Xerox. If Customer fails to provide timely readings, Xerox may estimate them and bill Customer accordingly.

D. REMEDY. If Xerox is unable to maintain the Equipment as described above, Xerox will, as Customer's exclusive remedy for Xerox's providing Basic Services, replace the Equipment with an identical product or, at Xerox's option, another product that provides equal or greater capabilities. This replacement product shall be subject to these same terms and conditions.

E. CARTRIDGE PRODUCTS. If Xerox is providing Basic Services for a product utilizing cartridges designated by Xerox as customer replaceable ("Cartridges"), and unless Customer has entered into a Standard Maintenance Agreement as described below, Customer agrees to use only unmodified cartridges purchased directly from Xerox or its authorized resellers in the United States.

F. OPERATOR MAINTENANCE PROCEDURES FOR DOCUCOLOR 70, DOCUCOLOR 100 AND DOCUCOLOR 130. If Xerox is providing Basic Services for your DocuColor 70, DocuColor 100 or Docucolor 130, Customer agrees to perform all operator maintenance procedures set forth in the applicable Printer Operator Guides (including the purchase of all referenced parts, tools, and supplies).

G. PC/WORKSTATION REQUIREMENTS. In order to receive Basic Services and/or Software Support for equipment requiring connection to a PC or workstation, Customer must utilize a PC or workstation that either (1) has been provided by Xerox or (2) meets Xerox' published specifications.

5. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
6. INTELLECTUAL PROPERTY INDEMNITY. Xerox represents and warrants that the Products do not infringe, misappropriate, or otherwise violate a third party's U. S. intellectual property rights. Xerox will defend and indemnify Customer if any Product is alleged to infringe, misappropriate or otherwise violate someone else's U. S. intellectual property rights including but not limited to patents, copyrights trademarks or trade secrets, provided Customer promptly notifies Xerox of the alleged infringement and permits Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Product, refund the price paid for the Product (less the reasonable rental value for the period it was available to Customer), or obtain any necessary licenses. Xerox is not liable for any infringement-related liabilities outside the scope of this paragraph including but not limited to infringement based upon a Product being modified to Customer's specifications or being used or sold with products not provided by Xerox. The provisions of this Paragraph 6 shall survive the termination of this Agreement.
7. INDEMNIFICATION. During the term of this Agreement, Xerox shall, subject to a maximum of one million dollars (\$1,000,000.00) per occurrence, hold harmless and indemnify Customer from any and all third party (including, but not limited to, Customer's employees) claims, liabilities, losses, judgements, costs and expenses (including reasonable attorney fees) for personal injury (including death) or for damage to or destruction of tangible property. Provided, however, Xerox's liability hereunder shall not exceed that portion of any damages deemed by a court or administrative agency of competent jurisdiction to have been proximately caused by the acts or failure to act of Xerox, its agents or employees. The

foregoing indemnity shall be contingent upon you notifying Xerox of a claim to be indemnified hereunder in a writing sent by registered mail to "Corporate Risk, Xerox Corporation, Long Ridge Road, Stamford, Connecticut 06904" with a copy to "Office of General Counsel, Xerox Corporation, Clinton Avenue South, XRX2-21D, Rochester, New York 14644 promptly after you become aware of such claim. Customer hereby gives Xerox the right to control the defense of such litigation or any settlement thereof, and you shall provide Xerox with all reasonable assistance that Xerox may require. The foregoing indemnity shall not apply to settlements of claims made by Customer without Xerox's consent. Xerox shall have no liability under the foregoing indemnity for incidental, consequential, indirect, or special damages, including, but not limited to, loss of profits. The provisions of this Paragraph 7 shall survive the termination of this Agreement.

8. ATTORNEYS FEES. In any action to enforce this Agreement, the parties agree to pay the prevailing party's costs and expenses, including reasonable attorneys' fees.
9. LIMITATION OF LIABILITY. Except with regard to the indemnification set forth in Sections 6 and 7 above, Xerox shall not be liable to Customer for any direct damages in excess of \$10,000 or the total amounts payable hereunder, whichever is greater, and, neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory.

10.

ASSIGNMENT. Customer may not assign any of its rights or obligations hereunder without Xerox's prior written consent, which will not be unreasonably withheld. Xerox may assign this Agreement, in whole or in part, without prior notice to Customer. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox hereunder. Customer shall continue to look to Xerox for performance of Xerox's obligations, including the provision of Basic Services, and waive and release any assignees of Xerox from any such claim. Customer shall make all payments due hereunder to any assignees specified by Xerox, in accordance with the instructions of said assignees. Customer shall not assert any defense, counterclaim, or setoff that Client may have or claim against Xerox against any assignees of Xerox. An assignment by Xerox under this Paragraph shall not be deemed as waiver or release of any claims that Customer may have against Xerox.

11. CARTRIDGES. To enhance print quality, the cartridge(s) in many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with cartridges that are newly manufactured original Xerox cartridges or with cartridges intended for use in the U.S. Equipment configuration which permits use of non-newly manufactured original Xerox cartridges may be available from Xerox at an additional charge. Certain cartridges are also sold as Environmental Partnership Cartridges; Customer agrees that these cartridges remain the property of Xerox and Customer shall return them to Xerox for remanufacturing once they cease functioning.

SALE TERMS: The following additional terms apply only to sale transactions:

12. TITLE, RISK AND RELOCATION. For Equipment purchased outright, title will pass to Customer upon payment in full and risk of loss will pass to Customer upon shipment from a Xerox-controlled facility. For Equipment purchased on an installment basis, title and risk of loss will pass to you upon shipment from a Xerox-controlled facility. Until you have paid for the Equipment in full, all Equipment relocations must be arranged (and approved in advance) by Xerox. All parts/materials removed by Xerox as part of an upgrade will become Xerox's property. Xerox represents and warrants good and valuable title to the Equipment, free and clear of all liens and encumbrances.

13. **WARRANTY.** Any warranty to which you are entitled shall commence upon installation (except for products designated as Customer Installable for which the warranty will commence upon shipment from a Xerox-owned facility). Warranty coverage for any product utilizing Cartridges is conditioned upon your using only unmodified cartridges purchased directly from Xerox or its authorized resellers in the United States.
14. **PREPAYMENT AND BREACH OF INSTALLMENT SALES.** You may prepay your remaining principal balance on Equipment purchased on an installment basis at any time, thereby eliminating your obligation to pay future finance charges. If you breach this Agreement with regard to such Equipment, Xerox, in addition to any of its other remedies (including the cessation of Basic Services), may require immediate payment of the entire unpaid principal balance.
15. **INSURANCE AND SECURITY INTEREST ON INSTALLMENT-PURCHASED EQUIPMENT.** You agree to maintain fire, theft and extended coverage insurance on Equipment purchased on an installment basis (which shall name Xerox as an additional insured). Until you make your final installment payment for this Equipment, Xerox shall have a purchase money security interest in it. You hereby agree to execute such documents as Xerox may reasonably request to perfect this interest.

MAINTENANCE TERMS: The following terms apply only to maintenance transactions:

16. **PRICING CHANGES FOR MULTI-YEAR MAINTENANCE AGREEMENTS.** Except for fixed prices as agreed to by the parties, Xerox may, annually adjust the Monthly Base and Print Charges (as defined in the Customer's multi-year maintenance agreement) established under Customer's multi-year maintenance agreement, each such increase not to exceed 10%.
17. **COMMENCEMENT, EXPIRATION, AND BREACH.** Maintenance agreements will commence at the end of any warranty period and expire on the last day of the 12th, 24th, 36th, 48th or 60th full calendar month thereafter, as applicable. If Customer breaches this maintenance agreement, Xerox, in addition to its other remedies, may require immediate payment of all amounts then due and reasonable liquidated damages to be calculated as the lesser of the remaining Minimum Monthly Maintenance Payments in the agreement's term or 6 such payments. The Minimum Monthly Maintenance Payment shall consist of (1) any Monthly Base Charge and (2) any Monthly Minimum Number of Prints multiplied by the applicable Meter 1 Print Charge(s). In the event a breach of any maintenance agreement by Xerox, providing Equipment is not under a lease agreement) and Xerox fails to cure such breach within thirty (30) days following receipt of notice of such breach, Customer may terminate such maintenance agreement and/or this Agreement and shall have no further obligation to Xerox thereunder or hereunder, as the case may be.
18. **RENEWAL.** Each maintenance agreement will be renewed automatically for successive terms of the same number of months as the initial term unless a written notice of cancellation is received from you (or provided to you by Xerox) prior to expiration of the then-current term. Pricing for this renewal term shall be at Xerox' then-current published pricing.
19. **BILLING FOR MAINTENANCE AGREEMENTS.** Minimum Monthly Maintenance Payments are billed in advance, with additional Print Charges billed in arrears. For full-color equipment, color prints are counted on Meter 1

LEASE TERMS: The following terms apply only to lease transactions:

20. **MINIMUM LEASE PAYMENTS.** The Minimum Lease Payment along with any additional Print Charges, covers Customer's cost for the use of the Equipment and its maintenance. The Minimum Lease Payment (which may be billed on more than one invoice) shall consist of the total of (1) any Base Charge and (2) any Monthly Minimum Number of Prints multiplied by the applicable Meter 1 Print Charge(s). For full-color equipment, color copies are counted on Meter 1.

21. MAINTENANCE COMPONENT PRICE INCREASES FOR LEASED EQUIPMENT. Except for fixed prices as agreed to by the parties, Xerox may annually increase that amount of Customer's Minimum Lease Payment and Print Charges that Customer is charged for the maintenance of Equipment (the "Maintenance Component"), each such increase not to exceed 10%.
22. TITLE, RISK AND RELOCATION OF LEASED EQUIPMENT. The title to the leased Equipment shall remain with Xerox unless and until Customer exercises its option to purchase the leased Equipment. The risk of loss arising due to Customer's fault or negligence, or due to theft or disappearance, shall pass to Customer upon shipment from a Xerox-controlled facility. The risk of loss due to all other causes shall remain with Xerox, unless and until Customer exercises its option to purchase the leased Equipment. Unless and until title passes to Customer, all Equipment relocations must be arranged (or approved in advance) by Xerox. All parts/materials replaced as part of an upgrade will become Xerox' property.
23. QUIET ENJOYMENT. So long as Customer is not in default of this Agreement, and no event has occurred and is continuing that with notice or the lapse of time or both would constitute a default, neither Xerox nor any assignee of Xerox will interfere with Customer's quiet enjoyment of the Equipment.
24. LEASE RENEWAL. Unless either party provides notice at least 30 days before the end of the lease term of its intention not to renew the lease, it will be deemed renewed automatically on a month-to-month basis at the same price and on the same terms and conditions. Billing will occur at the same frequency as the original lease. During this renewal period, either side may terminate this Agreement upon at least 30 days notice.
25. BREACH OF LEASE. If Customer breaches this Agreement, Xerox, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment of (a) all amounts then due; (b) the remaining Minimum Lease Payments in the Agreement's term [less any unearned finance, maintenance, and supply charges]; (c) a reasonable disengagement fee calculated by Xerox [the amount not to exceed 15% of b]. In addition to paying the amounts required in the preceding sentence if Customer defaults, the Customer shall at its election either (1) return the Equipment to Xerox in the same condition as when delivered, reasonable wear and tear excepted, when requested so by Xerox, or (2) purchase the Equipment by paying Xerox the applicable Purchase Option. Once these sums are paid, title shall pass to Customer.
26. PURCHASE OPTIONS FOR LEASE EQUIPMENT. Customer may purchase the Equipment at the end of the lease term for the Purchase Option indicated in this Agreement (i.e., either a set dollar amount or the Fair Market Value of the Equipment at the lease term's conclusion ("FMV")). Customer may purchase the Equipment at any time during the lease by paying (a) all amounts then due; and (b) the remaining Minimum Lease Payments in the Agreement's term [less any unearned finance, maintenance, and supply charges]; (c) a reasonable disengagement fee calculated by Xerox [the amount of such fee shall not exceed 15% of (b)]; and (d) the applicable Purchase Option. When these amounts have been fully paid, title to the Equipment will transfer to Customer.
27. PROTECTION OF XEROX' RIGHTS. Unless and until Customer purchases the leased Equipment, Customer hereby agrees to execute such documents as Xerox may reasonably request to protect Xerox' rights as Equipment Lessor (including the perfection of Xerox' purchase money security interest that shall attach to all Equipment for which the Purchase Option is a set dollar amount).
28. SOFTWARE. The following Software terms and conditions apply only to transactions covering Application Software and Printing System, DocuTech, Color, High-Volume and Digital Copier-Duplicator, and Document Centre Products.
Software License: The following terms apply to copyrighted software and accompanying documentation, including but not limited to operating system software included with or within the Equipment ("Base Software"), as well as software specifically set out as "Application Software" on the face of an individual agreement. This license does not apply to any Diagnostic Software nor to any software and

accompanying documentation made subject to a separate license agreement.

A. Xerox grants Customer a nonexclusive, non-transferable license to use the Base Software only on or with the Equipment with which (or within which) it was delivered and to make one back-up copy. For Application Software, Xerox grants Customer a nonexclusive, non-transferable license to use this software on any Equipment Customer desires along with the right to make one back-up copy for as long as Customer is current in the payment of any indicated software license fees (including the Annual Renewal Fees, if any). Customer has no other rights to the Base or Application Software and, in particular, may not (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Base or Application Software, (ii) activate any software delivered with or within the Equipment in an inactivated state; or (iii) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it at all times shall reside solely with Xerox and/or its licensors (who shall be considered third party beneficiaries of the Agreement's software and limitation of liability provisions).

B. Xerox may terminate Customer's license for any Base Software (i) immediately if Customer is an end user of the Equipment and no longer uses or possesses it or is a lessor of the Equipment and Customer's first lessee no longer uses or possesses it or (ii) upon the date of termination of any agreement under which Customer has rented or leased the Equipment, in the event the Customer has not exercised any applicable Purchase Option.

C. If Customer transfers possession of the Equipment, Xerox, subject to Xerox's then-applicable terms and license fees (if any) and provided the transfer was not in violation of Xerox's rights, will offer the transferee a license to use the Base Software on or with it.

D. Xerox warrants that the Base and Application Software will perform in material conformity with its published specifications for a 90-day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from other types of errors or that its operation will be uninterrupted.

Software Support: During the period that Xerox provides Basic Services for the Equipment, Xerox also will provide software support for the Equipment's Base Software under the following terms. For Application Software, Xerox will provide this same level of support, provided Customer is current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees):

A. Xerox will assure that Base and Application Software performs in material conformity with its specifications and, during standard business hours (8:00 am until 5:00 pm local time), will provide a toll-free hotline for responding to questions regarding Base and Application Software.

B. Xerox may make available new releases of the Base or Application Software that exclusively incorporate coding-error fixes ("Maintenance Releases"). Maintenance Releases are provided at no charge and must be implemented within six months after being made available to customer. Each new Maintenance Release, accepted by Customer, shall be considered Base or Application Software governed by the Software License terms. Customer agrees to return or destroy all prior releases.

C. Xerox will use reasonable effort, either directly or with its vendors, to resolve coding errors or provide workarounds or patches, provided Customer reports problems substantially in the manner reasonably specified by Xerox. Xerox does not guarantee that it or its vendors will be able to fix coding errors or provide workarounds or patches.

D. Xerox shall not be obligated to remedy coding errors when Customer has made modifications to the Base or Application Software.

E. Except for fixed prices as agreed to by the parties, Xerox, annually, may adjust the Annual Renewal and Support-Only Fees; each such increase not to exceed 10%.

Diagnostic Software: Software used to maintain the Equipment and/or to diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. Title to the Diagnostic Software at all times shall remain solely with Xerox and/or Xerox's licensors. In addition, the Diagnostic Software and the method of entry or access to it constitute valuable trade secrets of Xerox. As part of this Agreement, Customer agrees that (i) its acquisition of the Equipment does not grant it a license or right to use the Diagnostic Software in any manner and (ii) that unless separately licensed by Xerox to do so, Customer will not use, reproduce, distribute, or disclose the Diagnostic Software (or allow third parties to do so) for any purpose. Customer

agrees to allow Xerox at all times (including subsequent to the expiration of this Agreement) to access, monitor, or otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

ADDITIONAL TERMS: The following additional terms apply only to the extent that Customer have agreed to one or more of the options described below:

29. **SUPPLIES INCLUDED IN BASE/PRINT CHARGES.** If this option has been selected, Xerox will provide Customer with black toner, black developer, copy cartridges, and fuser ("Consumable Supplies") throughout the term of Customer's applicable agreement. For full-color Equipment, Consumable Supplies shall also include color toner and developer. Customer agrees that the Consumable Supplies are Xerox' property until used by Customer, that Customer will use them only with the Equipment, that Customer will return all Cartridges to Xerox for remanufacturing once they have been run to their cease-function point, and that Customer will return any unused Consumable Supplies to Xerox at the end of the applicable agreement. Should Customer's use of Consumable Supplies exceed the typical use pattern (as determined by Xerox) for these items by more than 10%, Customer agree that Xerox shall have the right to charge Customer for any such excess usage.
30. **REPLACEMENT/MODIFICATION OF PRIOR XEROX AGREEMENT.** If this option has been selected, this Agreement will replace or modify a prior agreement between Customer and Xerox covering the specified Equipment. If it is a replacement agreement, the prior agreement shall be null and void. If it is a modification, the prior agreement shall remain in effect except that any new terms presented in this modification Agreement (e.g., price, duration, configuration) shall take precedence over the prior terms for the balance of the Agreement. In addition, modifications requiring a reamortization of payments may include a one-time administrative/processing charge which will appear on Customer's first bill under this revised arrangement.
31. **FINANCED SOFTWARE TOTAL.** If this option has been selected, the initial license fees for any Application Software set forth in this Agreement shall be included in the amount financed on an installment basis or Minimum Lease Payment and be paid for through Customer's payments. If Customer breach this software license or any of Customer's obligations regarding the Equipment, the full amount of the initial license fees shall be immediately due and payable.
32. **FINANCED SUPPLIES TOTAL.** If this option has been selected, the cost of any supplies Customer has purchased under this Agreement shall be included in the amount financed on an installment basis or Minimum Lease Payment and shall be paid for through Customer's payments. If Customer breaches any of Customer's obligations regarding the Equipment, the full amount of the supply costs shall become immediately due and payable.
33. **REFINANCE OF PRIOR AGREEMENT.** If this option has been selected, the balance of Customer's prior indicated agreement with Xerox or a third-party shall be included in the amount financed on an installment basis or Minimum Lease Payment and shall be paid for through Customer's payments. If Customer's prior agreement is with a third-party, Customer hereby acknowledge that Customer has the right to terminate the agreement and agrees to provide a statement from the third-party identifying the equipment at issue and the amount to be paid off (as well as a statement from Customer identifying the payee and mailing address for Customer's payoff check). If Customer's prior agreement was with Xerox, the use of this refinance option shall render Customer's prior agreement null and void. If Customer breaches this Agreement, the full amount of Customer's prior agreement balance shall be immediately due and payable.
34. **TRADE-IN EQUIPMENT.** If this option has been selected, Customer is providing equipment to Xerox as part of this Agreement ("Trade-In Equipment") and the following shall apply:
 - A. **TITLE TRANSFER.** Customer warrants that Customer has the right to transfer title to the Trade-In Equipment and that it has been installed and performing its intended function for the previous year at the address where the replacement equipment is to be installed. Title and risk of loss to the Trade-In Equipment shall pass to Xerox when Xerox removes it from Customer's premises.
 - B. **CONDITION.** Customer warrants that the Trade-In Equipment is in good working order, has not been modified from its original configuration (other than by Xerox), and has a UL label attached.

Customer agrees to maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox.

C. ACCRUED CHARGES. Customer agrees to pay all accrued charges for the Trade-In Equipment up to and including payment of the Final Principal Payment Number and to pay all maintenance, administrative, supply and finance charges for this equipment through the date title passes to Xerox.

35. COMPETITIVE REPLACEMENT PROGRAM. If this option has been selected, Xerox will provide Customer with the discount indicated in exchange for Customer's agreement to return a unit of non-Xerox equipment Customer is currently leasing (the "Competitive Equipment") to its Lessor. In doing so, Customer acknowledges that the Equipment Customer is acquiring under this Agreement is replacing the Competitive Equipment and that Customer's agreement with its Lessor allows Customer to return the Competitive Equipment at this time.
36. NEGOTIATED CONTRACT. If this option has been selected, and this Agreement has been identified, the applicable agreement is subject to the terms set forth in this Agreement.

Exhibit 3

(Facilities Management Agreement)

FACILITIES MANAGEMENT AGREEMENT

THIS FACILITIES MANAGEMENT AGREEMENT (the "Agreement") is entered into this 1st day of June, 1995, by and between CIRCUIT CITY STORES, INC. ("CCS or Customer"), and Virginia corporation, and XEROX BUSINESS SERVICES ("XBS"), a division of Xerox Corporation, and XEROX CORPORATION ("Xerox"), a New York corporation (sometimes collectively referred to as "Recipient" or "Consultant").

W I T N E S S E T H :

WHEREAS, CCS and XBS entered into those certain Xerox Term Lease agreements (collectively the "Leases") on August 23, 1992, September 13, 1993 and December 29, 1994, whereby CCS leased three pieces of DocuTech equipment; and

WHEREAS, the parties intend to terminate the Lease in favor of this turn-key Agreement; and

WHEREAS, XBS has the personnel, equipment, space, and know-how to install and manage a facilities management operation according to the terms herein.

NOW, THEREFORE, for and in consideration of the exchange of promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** As used in this Agreement the following words shall have these meanings.

- a. *Configuration* shall mean such staff, equipment, software, supplies, materials, and services as may be required by CCS and as may be listed, from time to time, on Exhibit I.
- b. *Cause* shall mean a material breach of this Agreement by the defaulting party.
- c. *Work* shall mean the services performed by XBS and Xerox hereunder.

2. **Term of Agreement.** This Agreement shall commence on August 1, 1995, and shall continue for 36 months through July 31, 1998, unless sooner terminated according to the terms of Section 8 (the "Initial Term"). CCS may elect to renew this Agreement for an

e. **Payment of Invoices** – Invoices are payable in arrears within 30 days after receipt by CCS.

f. **Taxes** – CCS shall pay to XBS such Virginia sales or use taxes which are applicable to the Work.

5. **Termination and Buyout of Equipment Lease**. In consideration of executing this Agreement, the parties hereby terminate the Leases. All obligations and liabilities of CCS thereunder, including the entire debt arising under the Leases, shall immediately terminate upon execution hereof. Unless stated otherwise herein, all equipment and software shall remain the property of XBS.

6. **Installation Location**. Contemporaneously herewith, XBS has entered into a real estate lease agreement in order to provide a premises on which to locate the facility required to house the Configuration.

7. **Confidentiality Provisions**.

a. **Proprietary Information**

i) As used herein, the term "Proprietary Information" shall mean all information which Consultant, directly or indirectly, acquires from CCS and its affiliates and subsidiaries or from the performance of services pursuant to this Agreement or any other information concerning or pertaining to the know-how, proprietary technical data, trade secrets, technical and business activities, plant facilities and the operation thereof, processes and products, and the present and future general business plans and operations of CCS and its affiliates and subsidiaries.

ii) With respect to any such Proprietary Information which becomes known to Consultant, during the term of this Agreement and for two years following, Consultant agrees to maintain such information in strict confidence and not to disclose such information to any party, other than a limited number of Consultant's employees who have a need to know such information to carry out the Work and who have signed agreements with Consultant undertaking to maintain such Proprietary Information in confidence. Consultant further agrees not to use such Proprietary Information in any way other than to furnish services to the CCS pursuant to this Agreement without the prior written permission of the CCS. If, with CCS' permission, Consultant discloses such Proprietary Information to a third party, Consultant shall enter into a confidentiality agreement with said party containing the same terms and conditions with respect to use or disclosure of Proprietary Information as this

Agreement contains. Nothing herein shall be construed as a license under any patent, copyright, trademark, or trade secret rights of CCS, its affiliates and subsidiaries.

iii) The obligations of this Section 7.a. shall not extend to Proprietary Information which is, or becomes through no fault of Consultant, publicly known, or which is already known to Consultant as can be documented by its written records, or which is disclosed to Consultant by another party without binder of secrecy.

iv) Consultant agrees to take all reasonable precautions to safeguard any documents which CCS may supply to Consultant hereunder. Consultant will refrain from copying, in whole or in part, any such documents except as CCS may authorize and Consultant shall return to CCS all such documents and copies promptly upon CCS' request or in the absence of such request, upon completion of the Work or the expiration or termination of this Agreement.

v) During the term of this Agreement, Consultant shall, to the best of Consultant's ability, impart to CCS knowledge, information, ideas, suggestions and advice relating to the Work, as requested by CCS, and CCS shall have the right to make use of the same in its business (including that of CCS and its subsidiaries and affiliates) at any time as it may desire without consideration to Consultant other than that specifically stated herein. All drawings, reports and other documents furnished by Consultant in the course of or as the result of performing the Work shall be the property of CCS and may be used by CCS for any purpose whatsoever and without restriction.

vi) If applicable, Consultant agrees to comply with United States Department of Commerce Export Administration Regulations regarding the export to foreign countries of technical data, information or any product based thereon and shall not knowingly ship or allow to be shipped, either directly or indirectly, any technical data, information or any product based thereon in connection with the Work to any country excluded by the said regulations unless prior written authorization is obtained from the Office of Export Control, United States Government either directly or through CCS.

8. **Termination.** This Section sets forth the parameters whereby a party may terminate this Agreement.

a. **Termination for Cause** - Either party may terminate this Agreement for Cause, provided it has notified the other party in writing by giving notice according to Section 17 herein and that defaulting party fails to cure the defect or defects in its performance hereunder within 30 days after the terminating party sends proper written

notice. The party which terminates for Cause shall have no liability to the defaulting party hereunder.

b. **Termination for Convenience** – CCS may terminate this Agreement for its convenience, and without cause, upon 30 days' prior written notice to XBS.

c. **Early Termination Charge** –

i) If CCS is the defaulting party in Section 8.a. or the terminating party in Section 8.b., then CCS shall pay (a) an Early Termination Charge equal to the then-current monthly charge times the number of months remaining in the Initial Term of this Agreement, not to exceed three months, plus (b) an amount equal to any penalties and/or termination charges incurred by XBS as a result of early cancellation of the Facilities Lease Agreement.

ii) XBS shall waive any rights it may have to an Early Termination Charge should CCS terminate this Agreement for its convenience upon 90 days' prior written notice to XBS and converts any new XBS-owned Xerox equipment that is added after the effective date of this Agreement to a Xerox Equipment Services Agreement ("Rental Agreement") at the same location having an initial term equal to or greater than the remainder of the then-current term of this Agreement.

9. **Representations and Warranties of XBS.**

a. XBS warrants that the XBS-trained Operator(s), supervisory staff, and/or Marketing representatives ("Personnel") provided under this Agreement shall perform the Work in a good workmanlike and professional manner, in accordance with this Agreement. If any such personnel are not performing in such a manner, Customer may provide XBS with written notice of such failure to perform, and XBS shall, within ten (10) business days of receipt of such notice and in accordance with XBS policy and procedure, ensure that such personnel perform in accordance with the requirements of this Agreement, or XBS shall remove such personnel and provide a replacement. If the Customer believes that XBS is not performing the Work in accordance with such Standards, Customer will provide XBS written notice of the manner in which it believes that XBS is failing to perform, and authorized representatives of both parties shall promptly meet to discuss XBS' alleged failure to perform. If it is determined that XBS has not then performed in accordance with such Standards, XBS shall have 30 days to correct such failure to perform. If, at the end of such 30-day period XBS has not corrected such failure to perform, Customer may terminate this Agreement without incurring Early Termination Charges. In the event

Customer believes the actions of XBS personnel warrant immediate replacement by XBS, Customer shall contact XBS, provide XBS with the ground for the request, and XBS shall act accordingly, pursuant to XBS policy and procedure. Customer shall have the ultimate decision regarding assignment of XBS personnel.

b. Xerox is a corporation organized in and validly existing and is licensed to do business in Virginia, and has the authority to enter into this Agreement. XBS is a division of Xerox.

c. Consultant warrants good title to the products, that the transfer of the products is rightful, that the products are free from any valid claim of infringement of any third party intellectual property rights, and that the products are delivered free from any security interest or other lien or encumbrance. Consultant agrees to indemnify and hold CCS harmless from and against any claims or liabilities for infringement of a third party intellectual property right based on CCS' sale, use, or purchase of products or services sold by the Consultant. Consultant shall defend any such suits at its own expense, and CCS shall have the right to have such litigation monitored by its own counsel. In the event any product or service is found to be infringing, Consultant shall, at CCS' option, (i) procure appropriate licenses for CCS' continued use as intended, (ii) modify the products or services in order to eliminate any infringement, and/or (iii) pay all costs and expenses incurred by CCS due to the infringement.

d. Consultant warrants that the products and/or services comply with all applicable federal, state and local statutes, laws, ordinances, codes, executive orders, and other orders, rules and regulations applicable to the products and/or services (including packaging). Consultant specifically warrants, to the extent applicable, that the products or services purchased hereunder have been produced or furnished in complete compliance with the Fair Labor Standards Act, Executive Order No. 11246 (Equal Employment Opportunity) and similar laws and orders, as the same may be amended. Consultant agrees to execute, upon CCS' request, CCS' standard form of Certification of Compliance with such laws and orders which Certification shall become a part hereof upon execution. Consultant agrees to provide CCS with Material Safety Data Sheets and all other information reasonably necessary to assist CCS in the safe handling and use of the products produced hereunder.

10. **Representations and Warranties of CCS.**

a. CCS is a corporation organized and validly existing in Virginia and is authorized to enter into this Agreement.

11. **Force Majeur.** Neither party shall be liable for failure or delay in performance of this order in whole or in part due to an act of God, labor dispute, civil commotion, sabotage, fire, acts of government or any other similar or dissimilar cause beyond the reasonable control of the affected party which renders such party's performance commercially impracticable under the Uniform Commercial Code. Consultant shall notify CCS immediately of its inability to perform. For the duration of Consultant's inability to perform, CCS may acquire products and services CCS deems necessary from third parties without incurring liability to Consultant and CCS may deduct the quantity of such products and services from this order. If the period of non-performance extends beyond 30 days, CCS may, at its option, cancel this Agreement without liability. During any period of reduced output, Consultant agrees to fairly allocate available supply to CCS unless CCS gives notice to the contrary.

12. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties, their successor or assigns, provided that neither Consultant nor CCS may assign their rights or obligations under this Agreement without the other party's prior written consent and such assignment shall void this Agreement.

13. **Conflicts.** In the event of a conflict between the terms of this Agreement and the terms of any correspondence, work orders, or billing statements, the terms of this Agreement shall prevail.

14. **Indemnities.**

a. **General Indemnity** - XBS and Xerox shall defend, indemnify, and hold harmless CCS, its officers, directors, employees, and agents from and against any and all losses, damages, claims, causes of action, fees, penalties (including reasonable attorney fees), at law or in equity, arising out of XBS' or Xerox's negligent acts or omissions, gross negligence, or willful misconduct in performance of the Work hereunder.

b. **Disclaimer** - Neither party shall be liable to the other for any indirect, special, or consequential damages, regardless of the fault or concurrent negligence of the parties.

c. During the term of this Agreement, Xerox will indemnify and hold CCS, its officers, directors, agents and employees from any claim, demand, liability, cause of action or damage for actual or alleged infringement in the United States by Equipment or Xerox Operating System Software ("Software") of any patent, trademark, trade secret, protected semiconductor chip mask work, or copyright. Xerox agrees to defend, at Xerox' own expense, all such suits, actions or proceedings in which CCS, its officers, directors, agents and/or employees is made a defendant for actual or alleged infringement of any patent, trademark, trade secret, protected semiconductor chip mask work, or copyright provided Xerox is given notice thereof and allowed to defend. **IMPORTANT: Xerox makes no other express or implied warranty of noninfringement and has no other liability for infringement or any damages therefrom.** To avoid an infringement (even if not alleged) Xerox may, at its option, at no charge to CCS, obtain a license to use, modify, or substitute an equivalent item for the infringing equipment or software.

d. Except for infringement caused by Xerox Equipment or Software, CCS shall indemnify and hold Xerox, its officers, directors, agents and employees harmless from any claim, demand, liability, cause of action or damage for actual or alleged infringement of any intellectual property rights or copyrights arising from the performance of services performed at CCS' direction under this Agreement. CCS agrees to defend, at CCS' own expense, all such suits, actions or proceedings in which XBS, Xerox, its officers, directors, agents and/or employees is made a defendant for actual or alleged infringement of any intellectual property rights provided CCS is given notice thereof and allowed to defend.

e. Except for infringement caused by Xerox Equipment or Software ,Customer shall indemnify and hold Xerox, its officers, directors, agents and employees harmless from any claim, demand, liability, cause of action or damage for actual or alleged infringement of any intellectual property rights or copyrights arising from the performance of services performed at Customer's direction under this Agreement. Customer agrees to defend, at Customer's own expense, all such suits, actions or proceedings in which XBS, Xerox, its officers, directors, agents and/or employees is made a defendant for actual or alleged infringement of any intellectual property rights provided Customer is given notice thereof and allowed to defend.

15. **Applicable Law.** This Agreement shall be construed according to the laws of the Commonwealth of Virginia without giving effect to the choice of laws principles thereof and is deemed to have been executed, entered into, and performed within Richmond, Virginia.

16. **Entire Agreement.** This Agreement, together with Exhibits I, II, III and IV, constitutes the entire Agreement between the parties with respect to the matters set forth herein and there are no understandings, commitments, representations or warranties of any kind, express or implied, written or oral, not expressly set forth herein. No modification or waiver of any of the terms of this Agreement shall be of any force or effect unless it is in writing, is expressly stated to be a modification or waiver and is signed by an authorized representative of the party to be bound thereby. No modification or waiver of any terms of this Agreement shall be effected by the acknowledgment or acceptance of purchase order forms, documents of title, or other shipping documents, or by any course of dealing between the parties, or by any usage of trade. Either party's waiver of any breach or failure to enforce any of the terms and conditions of this Agreement, shall not in any way affect, limit or waive that party's right thereafter to enforce and compel strict compliance with every term and condition hereof.

17. **Notices.** Any notices required to be sent hereunder shall be effective when sent by facsimile or by U.S. Mail to the following address:

Corporate Purchasing
CIRCUIT CITY STORES, INC.
9950 Mayland Drive
Richmond, VA 23233-1464
FAX: (804) 527-4811

Xerox Business Services
1530 Wilson Blvd.
Arlington, VA 22209
Attn: General Manager
FAX: (703) 841-0138

18. **Insurance.** Without in any way limiting Consultant's liability or responsibilities, Consultant shall, during the term of this Agreement, maintain insurance with reliable insurance companies protecting Consultant against losses arising or occurring upon or in connection with Consultant's business. Notwithstanding the foregoing, Consultant may elect to self insure any and all coverages required hereunder. The insurance will meet the standards specified in Exhibit IV, attached hereto and made part hereof.

19. **Independent Contractor.** Consultant agrees that it is an independent contractor and has complete control of the manner in which it performs its obligations hereunder. Consultant shall not, and is not authorized to, make any representations or warranties, express or implied, or impose or create any obligation or responsibility on behalf of CCS or any Product, unless expressly authorized in advance in writing by CCS.

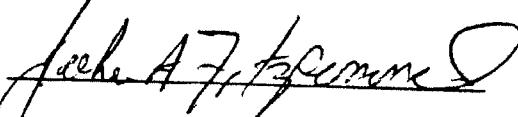
20. **Title and Risk of Loss.** Product (copies) delivered hereunder is sold F.O.B. destination with title and risk of loss passing to CCS upon tender of delivery to CCS. Risk of loss of originals shall remain with Xerox while they are in custody and control of Xerox/XBS. Title and risk of loss for equipment shall at all times remain with XBS unless and until CCS acquires title through termination on this Agreement pursuant to Section 5.

21. **Facilities.** XBS will provide and maintain the premises required to manage this facilities management operation. In consideration of executing this Agreement, XBS has entered into a lease agreement for such premises ("Facilities Lease Agreement").

IN WITNESS WHEREOF, the undersigned represent they are authorized representatives of the parties hereto and intend to be bound hereby.

CIRCUIT CITY STORES, INC.

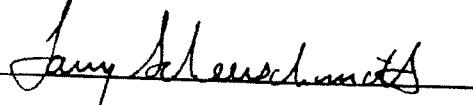
By:



Title: Senior Vice President

XEROX CORPORATION

By:



Title: Sales Manager

EXHIBIT I

FACILITY MANAGEMENT CONFIGURATION

The Configuration of this Agreement shall consist of the following:

a. Staff

- 1 – Xerox Lead Associate
- 2 – Xerox Associates
- 1 – Xerox Delivery Coordinator
- 1 – Xerox Off-Site Customer Account Manager
 - Xerox-trained operator(s) working eight (8) hours per day, forty (40) hours per week, excluding Customer holidays. Shift coverages are outlined in Exhibit II
 - Back-up support services will be provided by the local XBS Center.

b. Equipment/Software

XBS will provide and/or operate the Equipment and Software listed below (including normal Xerox maintenance services for Xerox equipment installed in accordance with Xerox's space, environmental and electrical requirements):

<u>Equipment Model / Software</u>	<u>Serial Number</u>	<u>Status Description</u>
DocuTech 135 Non-Networked	W11033161	Term Lease Converted to FM Equipment
DocuTech 135 Non-Networked	W11034984	Term Lease Converted to FM Equipment
DocuTech 135 Non-Networked	W11031951	Term Lease Converted to FM Equipment

XBS may revise the above configuration through an amendment to be signed by both parties. The pricing identified in paragraphs 3.a. and 3.b. will remain in effect.

c. Supplies/Materials

DocuTech supplies, including toner, developer, fuse, sticher wire, and tape required to make 8.5" x 11" impressions are provided in this Agreement. All paper will be ordered from CCS vendor and billed directly to CCS. All other supplies will be billed according to usage per then-current Xerox supply prices.

OVERFLOW PROVISION

Overflow is defined as work that cannot be completed within specified time frames of copy center guidelines, given than minimum production per hour is being met and staffing levels and hours have been met. If there is an overflow, XBS will contact CCS and determine if the work may be sent outside. CCS will agree to price per copy before overflow is authorized to be sent out. XBS and CCS will agree upon a local Overflow duplication facility and pricing for work that cannot be completed at the FM Facility site. XBS and

Customer will agree to and document under Exhibit II hereto the process and procedures for work to be sent out as Overflow.

ADDITIONAL PRODUCTS AND SERVICES

Customer will receive a discount of 15% from the Short Term Rental Price List and from the XBS list price for all other XBS services listed in the applicable XBS Price List and which are produced outside of this Agreement. Excluded from the discount are sale or lease of Xerox Color Copiers, Standard Products Catalog items, Special Offerings, Promotions, Coupons, Electronic Printing, special handling charges, and premium service charges.

RELOCATION

If Customer wishes to relocate the Equipment covered under this Agreement, Xerox requires prior written notice to enable Xerox to provide technical assistance to the relocation, if needed, as well as to update Xerox's records as to machine location. Any costs associated with this relocation will be charged and will be the responsibility of the Customer. Only Xerox authorized carriers may relocate Equipment covered under this Agreement.

EXHIBIT II

STANDARDS OF PERFORMANCE JUNE 20, 1995

The following document, known as the Standards of Performance, is a framework agreement between Circuit City and Xerox Business Services to describe the services offered and how these services will be measured. However, as new requirements are identified through the spirit of his partnership, the Standards of Performance can be amended with agreement from both parties.

1. Staffing, Overtime and Overflow.

A. XBS shall provide the necessary staffing to meet Circuit City's duplicating and support services requirements as follows:

Off Site Document Publications Center (exclusively for Circuit City Stores, Inc.)

The XBS solution will consist of a full time staff of four individuals and operate three shifts with hours to be designated as follows:

Lead Associate	Hours 7:00 a.m. to 4:00 p.m.
Associate 1	Hours 3:00 p.m. to 1200 a.m.
Associate 2	Hours 11:00 p.m. to 8:00 a.m.
Delivery Coordinator	Hours 8:00 a.m. to 5:00 p.m.

The XBS staff will be responsible for operating:

- 3 DocuTech 135 Production Publishers
- 1 Deliver Van

IF on any given day, the DocuTech Center is not exceeding the benchmarks, and if a copy job is received with reasonable notice for XBS to meet customer's time-for-completion requirements, Circuit City shall not be responsible for overtime charges. Circuit City acknowledges that its copy requirements are based on various factors that change from job, type of copy work and turnaround time for completion, and such factors shall be considered in determining whether Circuit City is responsible for overtime charges.

If on any given day, Circuit City's job or turn around time request exceeds the time or process capability, XBS will utilize overtime or its designated overflow vendor to complete the request.

XBS and Circuit City Stores mutually agree that 7,000 impressions per hour per machine will be the benchmark productivity factor for determining performance. The effects of equipment downtime will be considered when evaluating the productivity of the machines and solution.

- B. XBS will be responsible for picking up and delivering to Headquarters and Thalbro copy request under the following schedule 8:30 a.m. - Thalbro, 9:00 a.m. - Headquarters, 11:30 a.m. - Headquarters, 2:00 p.m. - Headquarters, 4:00 p.m. - Thalbro, 4:30 p.m. - Headquarters. Requesters will date stamp their job request forms and the courier will date stamp the pick up and return time.
- C. Xerox Business Services will adhere to the following job turnaround requirements as detailed below:

Job requests of 60,000 impressions or less will be completed within a turnaround time parameter of one twenty-four(24) hour production day. Such production day is defined as 7:00 a.m. Monday through Friday excluding Circuit City Stores' holidays.

Job requests from the Merchandising Department that incorporate Merchandise News projects will be completed within a turnaround time parameter of seventy-two (72) hours based on the production day as defined above. Any pending job request affected by such Customer direction may fall outside the turnaround time completion parameter as defined herein. Merchandise News documents include booklets from the following departments:

Video, Audio, 12Volt, Cellular, Soho, Music, Ace and Majors.

XBS will be responsible for managing the distribution of Merchandise News from the Document Center via Airborne Express. Merchandise News distribution will include adhering store labels to each booklet, inserting Merchandise News documents into packages and addressing each package utilizing the Airborne Express System. Initially, CCS will require the distribution to be performed once per week. Should this requirement effect the productivity of the Center and/or CCS require XBS to increase its document distribution services, additional labor may be required. CCS and XBS would mutually agree to the additional labor and the contract would be amended.

Job requests from the Training Department that incorporate training materials will be treated and scheduled as priority and will be completed within a turnaround time as mutually agreed to by the requester and XBS based on a production schedule.

All Job requests over 60,000 impressions will be completed within a turnaround time parameter of seven (7) to ten (10) twenty-four (24) hour production days as defined above.

PPP and RTV documentation will receive a high priority status and be completed within a twenty-four (24) hour production period. Any pending job request affected by such Customer direction may fall outside the turnaround time completion parameter as defined herein.

Budget Books will be considered the highest priority document to be produced by the center. Any pending job request affected by such Customer direction may fall outside the turnaround time completion parameter as defined herein.

When requested by Circuit City, all internal Corporate Communications shall be given priority over all other pending job requests and shall be afforded the most expedient turnaround time available. Any pending job request affected by such Customer direction may fall outside the turnaround time completion parameter as defined herein.

All turnaround procedures may be reviewed and revised in order to accommodate unforeseen requirements as mutually agreed to by Circuit City Stores and Xerox Business Services.

D. Proofing.

In order to facilitate proofing of Budget Books by the Accounting Department, XBS will scan and produce and produce a proof for review and revision under the following guidelines:

- A driver will be available twice per year to deliver a proof of the Budget Book to the Accounting Department during each of the shifts. If the Budget Book proof is completed during the second and third shift, the Xerox Associate will deliver the document to CCS Headquarters. Any pending job request affected by such Customer direction may fall outside the turnaround time completion parameter as defined herein.

In order to facilitate proofing of Merchandise News by the Merchandising Department, XBS will scan and produce and proof for review and revision under the following guidelines:

- If Merchandise News request is date stamped and submitted before the 11:30 a.m. copy request pickup and delivery run, proof will be available by 4:30 p.m. delivery run at the designated pickup and drop off location.
- If Merchandise News proof is available after 11:30 a.m., proof can be reviewed at the XBS site by the requester.

E. Quality control of all jobs produced by Xerox operators are as follows:

- Review job request forms with customer if needed.
- Utilize current Circuit City Stores job request form.

- Operator will be responsible for quality inspection of documentation per Circuit City's internal quality control procedure and redo work if required.
- Account Associate will periodically review the progress of the job.
- Completed job is reviewed by the Account Associate for final quality control.

F. Monthly summary reports will be produced to Circuit City's designated representative. Specific reporting topics will be agreed to by Circuit City and Xerox Business Services.

G. Provide customized billing to meet Circuit City's requirements. The invoice shall be a single monthly invoice that includes a subtotal of each departments use as well as a final Circuit City Stores total.

H. All waste will be tracked and deducted from monthly volumes. XBS will not be responsible for the quality of unsatisfactory output if such output is the result of:

- Poor quality Customer-supplied originals.
- Incorrect data or instructions provided by Customer.
- Incorrect or inaccurate data provided by Customer's host computer.

I. XBS staffing will be responsible for ordering and managing Toner, Fuser, Developer and Stitcher wire as described in the FM Agreement Terms and Conditions. XBS staff will also order copy paper from designated CCS vendor. CCS vendor will retain responsibility for invoicing CCS and will deliver paper as scheduled to XBS location.

J. All services calls will be placed by XBS personnel and a certified Xerox Technician will respond and service the equipment utilizing approved Xerox parts. Response time and downtime will be tracked and documented. All service issues will be elevated to the Xerox Field Service Manager.

K. XBS staff will provide backup associates due to sickness vacations or any unscheduled absences.

L. XBS will require the owner of any request or designated Circuit City representative to provide prior written authorization for the reproduction of any copyright protected documentation.

M. Quarterly Reports

On a quarterly basis or designated period, Circuit City will receive a series of reports designated to give timely assessments of our installation activities. Possible types of reports include:

- Departmental Utilization and Workflow report
- Equipment downtime report.

Xerox will customize the monthly tracking report and add additional information to meet Circuit City's management objectives.

N. Semi-annual Account Review Process

On a semi-annual basis, or at mutually-agreed upon intervals, Xerox will conduct an Account Review. The objective of the Account Reviews is to update Circuit City on the progress and performance of the Xerox installation. During these reviews, feedback is shared and future steps are identified.

In addition, Xerox will conduct a Customer Satisfaction Survey within Circuit City to measure the level of satisfaction with the various aspects of the services provided.

The results of the satisfaction survey and other pertinent data (e.g., volume, job mix, service histories, training sessions, and process improvement suggestions) will be presented to the appropriate staff at Circuit City in an executive session meeting. This meeting will present Circuit City an opportunity to raise concerns that might arise and to set objectives for the next quarter.

EXHIBIT III

**DOCUTECH MONTHLY LEASE AND MAINTENANCE COST
(INCLUDING APPLICABLE TAXES)**

Should this Agreement be terminated prior to its expiration for any reason, CCS agrees to convert three (3) DocuTechs installed hereunder to a Xerox Lease Agreement. Such Xerox Lease Agreement shall have a term equal to the remaining term of this Agreement and the pricing for such Xerox Lease Agreement shall be outlined in Exhibit V hereto.

DocuTech 135 Serial #W11033161 - 9/13/93

Lease	\$13,104.30
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Includes 1,300,000 impressions, \$.0036 for additional impressions over 1,300,000
\$25,000.00 Option Purchase at end of Lease.

DocuTech 135 Serial #W11034984 - 12/29/94 (As of 12/95)

Lease	\$ 9,350.00
Maintenance	\$ 6,285.00

Includes 1,200,000 impressions, \$.002 for additional impressions over 1,200,000
\$24,000.00 Purchase Option at end of Lease

DocuTech 135 Serial #W11031951 0 8/23/92

Lease	\$ 8,208.48
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Includes 1,200,000 impressions. \$.0038 for additional impressions over 1,200,000.
\$25,000.00 Purchase Option at end of Lease

EXHIBIT IV
INSURANCE

Consultant shall, at the commencement of this Agreement and not less than annually thereafter, furnish Circuit City with certificates of insurance evidencing the above coverage and naming Circuit City as an additional insured for any claims for which Consultant has agreed to indemnify Circuit City.

TYPES OF COVERAGE	MINIMUM LIABILITY LIMITS
Workers Compensation	Statutory
Employers Liability	\$500,000
Commercial General Liability	\$1,000,000
Automobile Liability (any vehicle)	\$1,000,000

Consultant shall, at the commencement of this Agreement and not less than annually thereafter, furnish CCS with certificates of insurance evidencing the above coverage and naming CCS as an additional insured.

CONSULTANT'S INITIALS: 

**FACILITIES MANAGEMENT AGREEMENT
GENERAL AMENDMENT**

THE DOCUMENT COMPANY

XEROX

THIS AMENDMENT Number 28 (the "Amendment") amends Facilities Management Agreement Number 2511131 (the "Agreement") between Circuit City Stores, Inc. ("you" or "Customer") and Xerox Corporation ("Xerox").

1. The following is added as an additional section to the Agreement.

"Summary Amendment. During the term of the Agreement, you may request changes to the Equipment/Software provided under the Agreement by submitting an Equipment Order document ("Order"), attached hereto as Attachment A, to Xerox. You and Xerox agree that Orders submitted by you electronically (e.g., e-mail) and accepted by Xerox shall be valid and binding upon both parties.

Notwithstanding anything to the contrary, Order(s) shall be governed by the terms and conditions, including those pertaining to early termination, set forth in the Agreement. The pricing associated with an Order shall be as set forth in such Order and as attested in a Summary Configuration Change Amendment, in the format attached hereto as Attachment B, to be signed by the parties at the end of each month. You agree to execute such Summary Configuration Change Amendment when it is presented to you. In the event of a conflict between the Summary Configuration Change Amendment and a related Order, the Summary Configuration Change Amendment will control."

2. Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control.

XEROX CORPORATION

Bil Anderson
Name (Please Print)

Signature

Controller, Major Accounts
Title

12/04/2002
Date

CUSTOMER

Gary Mierentfeld
Name (Please Print)

Signature

SVP
Title

12/04/2002 45104
Date



Equipment Order

Attachment A

Date:

Customer Name: Circuit City Stores, Inc. Facilities Management Agreement # 2511131

Requisitioner: Phone Number: Department:
Contact: Phone Number: Department:

Requested Installation/Removal/Replacement Date:

Add the following Equipment/Software:

Equipment Model / Software *	Serial Number	Installation Location
		<LOCATION LINE 1>
		<LOCATION LINE 2>
		<LOCATION LINE 3>
		<LOCATION LINE 4>

* Unless and until you purchase the Equipment, you hereby authorize Xerox or its agents to execute on your behalf all documents necessary to protect Xerox's rights in the Equipment (including any Uniform Commercial Code protective filings in favor of Xerox).

Remove the following Equipment/Software:

Equipment Model / Software	Serial Number	Installation Location
		<LOCATION LINE 1>
		<LOCATION LINE 2>
		<LOCATION LINE 3>
		<LOCATION LINE 4>

The pricing for the Equipment/Software added, removed is as follows:

Agreement Period (MM/DD/YY)	Monthly Minimum Charge	Impressions Included in Minimum			Charge per Impression Above Minimum		
		B/W on B/W Eq.	B/W on Color Eq.	Color	B/W on B/W Eq.	B/W on Color Eq.	Color
to							

Notes / Special Instructions:

Authorized Signature: _____ Date: _____

Print name:

Title:

Notwithstanding anything to the contrary or additional contained in this Equipment Order ("Order"), Customer agrees and understands that Equipment ordered and installed under this Order shall be part of and bound solely by the terms and conditions of the Agreement existing between the parties. Termination and or equipment charges, if applicable regarding removal or replacement of Equipment, shall be listed separately on the monthly invoice.

Upon completion please fax to Xerox at:

FACILITES MANAGEMENT AGREEMENT

SUMMARY CONFIGURATION CHANGE AMENDMENT

XEROX.

Attachment B

Supplemental Pricing Addendum Attached

Other Addendum Attached:

FACILITES MANAGEMENT AGREEMENT**SUMMARY CONFIGURATION CHANGE AMENDMENT**

THE DOCUMENT COMPANY



Attachment B

6. Xerox will provide standard supplies (i.e., toner (excluding highlight color toner), developer, fuser agent, and staples) required to make impressions up to 8½ by 14 ("Supplies"), provided such Supplies are already included in the pricing, as set forth in paragraph 1 of this Amendment. If the Supplies include paper, Xerox may adjust the pricing of the paper portion of this Amendment upon thirty (30) days notice or either party may terminate the paper portion of this Amendment upon thirty (30) days notice.

7. If set forth herein, then the attached Equipment/Software Listing Update Addendum provides all known and available serial numbers for Equipment installed under this Agreement, including those for which such serial numbers were not previously known, or available, at the time of installation

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control.

XEROX CORPORATION

Name (Please Print)

Signature

Title

*Date***CUSTOMER**

Name (Please Print)

Signature

Title

Date



**DOCUMENT SERVICES AGREEMENT
EQUIPMENT/SOFTWARE LISTING UPDATE ADDENDUM**

The following listing details the Equipment/Software that is currently set forth in Agreement Number and its addenda and/or amendments thereto: